

AGENDA
CITY COUNCIL
Tuesday, December 28, 2021
9:30 AM

The regular meeting of the City Council will be held on December 28, 2021 at 9:30 AM in the
Council Chambers
455 N. Main Street, Wichita, KS 67202.

OPENING OF REGULAR MEETING

Call to Order

Approve the minutes of the regular meeting of December 21, 2021.

II. CONSENT AGENDA ITEMS 1 THROUGH 11

NOTICE: Items listed under the "Consent Agendas" will be enacted by one motion with no separate discussion. If discussion on an item is desired, the item will be removed from the "Consent Agendas" and considered separately (The Council will be considering the City Council Consent Agenda as well as the Planning, Housing, and Airport Consent Agendas. Please see "ATTACHMENT 1 – CONSENT AGENDA ITEMS" for a listing of all Consent Agenda Items.

COUNCIL BUSINESS

III. BOARD OF BIDS AND CONTRACTS

1. Board of Bids and Contracts dated December 27, 2021.

RECOMMENDED ACTION: Receive and file report, approve the contracts and authorize the necessary signatures.
[12-27-2021 Board of Bids.pdf](#)

IV. PETITIONS FOR PUBLIC IMPROVEMENTS

1. Petitions for Public Improvements

RECOMMENDED ACTION: Approve the new and revised petitions and budgets, adopt the new and amending resolutions, and authorize the necessary signatures.
[PFPI.docx](#)
[Harbor Isle.pdf](#)
[Resolution 21-453 040447.docx](#)
[Resolution No. 21-454 040448.docx](#)
[Resolution No. 21-455 040449.docx](#)
[Resolution No. 21-456 040441.docx](#)

[Resolution No. 21-457 040443.docx](#)
[Resolution No. 21-458 040446.docx](#)
[Resolution No. 21-459 085761.docx](#)
[Resolution No. 21-460 085762.docx](#)
[Cherese Woods Ph 2.pdf](#)
[Resolution No. 21-461 039771.docx](#)
[Monarch Landing Commercial.pdf](#)
[Resolution No. 21-462 040450.docx](#)

COUNCIL AGENDA

X. COUNCIL MEMBER AGENDA - NONE

XI. COUNCIL MEMBER APPOINTMENTS AND COMMENTS

1. Board Appointments.

RECOMMENDED ACTION: Approve the appointments.

ADJOURNMENT

ATTACHMENT 1 - CONSENT AGENDA ITEMS 1 THROUGH 11

II. CITY COUNCIL CONSENT AGENDA ITEMS

1. Applications for Licenses to Retail Cereal Malt Beverages:

a. Applications for Licenses to Retail Cereal Malt Beverages.

RECOMMENDED ACTION: Approve licenses subject to staff review and approval.
[CMBs for Dec 28, 2021.docx](#)

2. Preliminary Estimates:

a. Preliminary Estimates.

RECOMMENDED ACTION: Receive and file.
[PEs for CC 12-28-21.pdf](#)

3. Agreements/Contracts:

a. Odor Control Additive Contractual Services.

RECOMMENDED ACTION: Approve the contract with USP Technologies and authorize the necessary signatures.

[Agenda Report No. II-3a.doc](#)
[Contract.docx](#)

4. Change Orders:

- a. Public Exigency – For Emergency Sewer Repairs and Change Order No. 2 for 2021 Sanitary Sewer Rehabilitation Phase A-Cured-In-Place-Pipe (CIPP).

RECOMMENDED ACTION: Affirm the City Manager's public exigency approval for Emergency Sewer Repairs, approve Change Order No. 2 and authorize the necessary signatures.

[Agenda Report No. II-4a.doc](#)
[CO No. 2.docx](#)
[Memo-CIPP.pdf](#)

Uncategorized Items:

5. Collateral Assignment of Project Area 1 and Project Area 2 Development Agreements, Union Station. (District I)

RECOMMENDED ACTION: Approve the Collateral Assignment of the Development Agreements.

[Agenda Report II-5.docx](#)
[City Consent to Collateral Assignment - Union Station - Ex 12-28-21.pdf](#)

6. Sedgwick County Paratransit Service Agreement.

RECOMMENDED ACTION: Approve agreement and authorize the necessary signatures.

[Agenda Report No. II-6.doc](#)
[Paratransit Agreement with SCDDO](#)

7. 2022 Grants Review Committee Appointments.

RECOMMENDED ACTION: Approve appointments to the 2022 Grants Review Committee and authorize the City Manager to appoint replacements in the event that appointees are unable to fulfill the obligation.

[Agenda Report No. II-7.doc](#)
[Attach 1- GRC Roster, 2022-2023.doc](#)

8. Second Reading Ordinances:

Second Reading Ordinances (First read December 21, 2021)

RECOMMENDED ACTION: Adopt the ordinances.

[List of Second Reading Ordinances 12-28-2021.docx](#)

II. CONSENT PLANNING AGENDA ITEMS

NOTICE: Public hearing on planning items is conducted by the MAPC under provisions of State law. Adopted policy is that additional hearing on zoning applications will not be conducted by the City Council unless a statement alleging (1) unfair hearing before the MAPC, or (2) alleging new facts or evidence has been filed with the City Clerk by 5p.m. on the Wednesday preceding this meeting. The Council will determine from the written statement whether to return the matter to the MAPC for rehearing.

9. SUB2020-00057 -- Plat of Harbor Isle Commercial 1st Addition Located on the Northeast Corner of I-235 Highway and North Meridian Avenue. (District VI)

RECOMMENDED ACTION: Approve the documents and plat and authorize the necessary signatures.

[Agenda Report No. II-9.docx](#)

[Supporting Documents.pdf](#)

II. CONSENT HOUSING AGENDA ITEMS

NOTICE: The City Council is meeting as the governing body of the Housing Authority for consideration and action on the items on this Agenda, pursuant to State law, HUD, and City ordinance. The meeting of the Authority is deemed called to order at the start of this Agenda and adjourned at the conclusion. A Housing Member is also seated with the City Council.

10. 2021 Budget Adjustment - Housing Choice Voucher and Mainstream Programs.

RECOMMENDED ACTION: Approve the 2021 budget adjustments for the Housing Choice Voucher (HCV) and Mainstream Programs and authorize the necessary signatures.

[Agenda Report No. II-10.doc](#)

II. CONSENT AIRPORT AGENDA ITEMS

NOTICE: The City Council is meeting as the governing body of the Airport Authority for consideration and action on items on this Agenda, pursuant to State law and City ordinance. The meeting of the Authority is deemed called to order at the start of this Agenda and adjourned at the conclusion

11. ARPA Grants - Wichita Dwight D. Eisenhower National and Colonel James Jabara Airports.

RECOMMENDED ACTION: Ratify the Director of Airports' execution of the grant agreements.

[Agenda Report II-11.docx](#)

[ICT-CEG-3-20-0088-086-2022-Grant Agreement Part 1.pdf](#)

[ICT-CEG-3-20-0088-087-2022-Grant Agreement Part 1.pdf](#)

[AAO-CEG-3-20-0089-030-2022-Grant Agreement Part 1.pdf](#)

Wichita, Kansas
December 27, 2021
10:00 a.m., Monday
Conference Room, 12th Floor

MINUTES - BOARD OF BIDS AND CONTRACTS*

The Board of Bids and Contracts met with Marty Strayer, Administrative Assistant, Public Works and Utilities, Fanny Chan, Senior Financial Management Analyst, Finance, representing the Director of Finance, Zach Kramka, Budget Analyst, Budget Office, Hannah Lang, Senior Buyer, representing Purchasing, Carter Craig, Fellow, representing City Manager's Office, and Jamie Buster, Deputy City Clerk present.

Minutes of the regular meeting dated December 20, 2021, were read and on motion approved.

Bids were opened December 17, 2021, pursuant to advertisements published on:

Removal and replacement of basketball courts at Boston Park, Harvest Park, College Hill Park, Planeview Park (Boston - 6655 E Zimmerly, Harvest - 9500 Provincial, College Hill - 304 Circle Dr., Planeview - 2819 Fees) (482-2021-11038/R1000/R0008/44000521/44000420) Does not affect existing traffic. (District I,II,III,V)

Multicon, Inc. - \$201,499.00

Purchasing Manager recommended that the contracts be awarded as outlined above, subject to check, same being the lowest and best bids within the Engineer's construction estimate.

On motion the Board recommended that the contracts be awarded as outlined above, subject to check, same being the lowest and best bids within the Engineer's construction estimate.

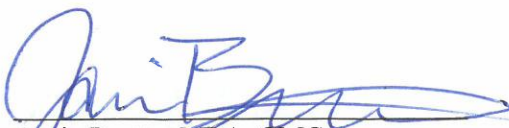
PUBLIC WORKS & UTILITIES DEPARTMENT/FLEET DIVISION: Sedans, SUVs, Cargo Vans, Pickup Trucks.

Davis Moore – Redirect Group 5

Purchasing Division recommended that the contracts be awarded as outlined above, same being the lowest and best bid.

On motion the Board recommended that the contracts be awarded as outlined above, same being the lowest and best bid.

On motion the Board of Bids adjourned.


Jamie Buster, MPA, CMC
Deputy City Clerk

Marty Strayer, Administrative Assistant
Department of Public Works & Utilities



FORMAL BID REPORT

EXHIBIT A

TO: Robert Layton, City Manager

DATE: December 27, 2021

ENGINEERING BIDS – GARY JANZEN, CITY ENGINEER

December 17, 2021

Paving – Boston, Harvest, College Hill, Planeview Basketball Courts – PW&U/ Engineering Division

Multicon Inc

\$201,499.00

PURCHASING BIDS – MELINDA WALKER, PURCHASING MANAGER

December 17, 2021

Sedans, SUVs, Cargo Vans, Pickup Trucks – Public Works & Utilities Department/Fleet Division

Davis Moore

Redirect Group 5

Hannah Lang for

**Melinda A. Walker
Purchasing Manager**

PARK BID TABULATION SUMMARY

BOARD OF BIDS - December 10, 2021

210357		Engineer's Construction Estimate	RONALD D BARKLEY dba BARKLEY CONSTRUCTION	MULTICON INC	CONSPEC INC dba KANSAS PAVING
Boston, Harvest, College Hill, Planeview Basketball Courts		\$204,000.00	\$226,820.00	\$201,499.00	\$282,300.00
	BID BOND				
482-2021-11038	ADDENDA	1			
R1000/R0008					
		Engineer's Construction Estimate	DONDLINGER & SONS CONSTRUCTION CO INC	DUTTON CONSTRUCTION AND PLUMBING LLC	WICHITA HOME WORKS LLC
Boston, Harvest, College Hill, Planeview Basketball Courts		\$204,000.00	\$399,000.00	\$281,600.00	\$166,378.72
	BID BOND				NON-RESPONSIVE BID
482-2021-11038	ADDENDA	1			
R1000/R0008					
		Engineer's Construction Estimate	Pearson Construction		
Boston, Harvest, College Hill, Planeview Basketball Courts		\$204,000.00			
	BID BOND				
482-2021-11038	ADDENDA	1			
R1000/R0008					
		Engineer's Construction Estimate			
Boston, Harvest, College Hill, Planeview Basketball Courts		\$204,000.00			
	BID BOND				
482-2021-11038	ADDENDA	1			
R1000/R0008					

CHECKED BY: REVIEWED BY: 

BID TABULATION														
BID NO: 210352														
RFB - Sedans, SUVs, Cargo Vans, & Pickup Trucks														
BASIS OF AWARD			DON HATTAN FORD			DAVIS MOORE AUTOMOTIVE INC			RUSTY ECK FORD INC			DON HATTAN CHEVROLET INC		
Full Size Police Four Door Sedan														
Description	Quantity	Unit	Unit Price	Sub Total	Comments	Unit Price	Sub Total	Comments	Unit Price	Sub Total	Comments	Unit Price	Sub Total	Comments
Group 1 - Base Bid: New Unused Current Production Full Size Police Four Door Sedan Manufacturer: _____ Model: _____ Year: _____	1.00	EA	\$0.00000	\$0.00		\$34,903.00000	\$34,903.00	Dodge Charger Police AWD V6 2022		\$0.00			\$0.00	
Group 1 - Option 1: Street Appearance Group	1.00	EA	\$0.00000	\$0.00		\$338.00000	\$338.00			\$0.00			\$0.00	
Group 1 - Option 2: Security Alarm	1.00	EA	\$0.00000	\$0.00		\$136.00000	\$136.00			\$0.00			\$0.00	
Group 1 - Option 3: Equipment Bracket- Police Equipment Mounting Bracket	1.00	EA	\$0.00000	\$0.00		\$90.00000	\$90.00			\$0.00			\$0.00	
Group 1 - Option 4: LED Spotlight	1.00	EA	\$0.00000	\$0.00		\$325.00000	\$325.00			\$0.00			\$0.00	
Group 1 - Option 5: Engine-5.7L VVT Hemi V8	1.00	EA	\$0.00000	\$0.00			\$0.00	N/A in 2022		\$0.00			\$0.00	
Group 1 - Option 6: Integrated Display Package	1.00	EA	\$0.00000	\$0.00			\$0.00	N/A		\$0.00			\$0.00	
Group 1 - Option 7: Fleet Safety Group	1.00	EA	\$0.00000	\$0.00		\$316.00000	\$316.00			\$0.00			\$0.00	
Group 1 - Option 8: Full Spare Tire Relocation Bracket	1.00	EA	\$0.00000	\$0.00		\$130.00000	\$130.00			\$0.00			\$0.00	
Group 1 - Option 9: Patrol Package Base Prep	1.00	EA	\$0.00000	\$0.00		\$1,800.00000	\$1,800.00			\$0.00			\$0.00	
Group 1 - Option 10: Patrol Package Wiring Prep	1.00	EA	\$0.00000	\$0.00		\$1,036.00000	\$1,036.00			\$0.00			\$0.00	
Group 1 - Option 11: Convenience Group 1	1.00	EA	\$0.00000	\$0.00		\$432.00000	\$432.00			\$0.00			\$0.00	
Group 1 - Option 12: Police Floor Console	1.00	EA	\$0.00000	\$0.00		\$676.00000	\$676.00			\$0.00			\$0.00	
Group 1 - Option 13: Max Flow Package	1.00	EA	\$0.00000	\$0.00		\$136.00000	\$136.00			\$0.00			\$0.00	
Group 1 - Option 14: Floor Mats Black Rubber per specification	1.00	EA	\$0.00000	\$0.00		\$145.00000	\$145.00			\$0.00			\$0.00	
Group 1 - Option 15: Instrument Cluster per specification	1.00	EA	\$0.00000	\$0.00			\$0.00	Std in Base		\$0.00			\$0.00	
Group 1 - Option 16: Keys per specifications	1.00	EA	\$0.00000	\$0.00		\$190.00000	\$190.00			\$0.00			\$0.00	
Group 1 - Option 17: License Plate Bracket Front	1.00	EA	\$0.00000	\$0.00			\$0.00	N/C		\$0.00			\$0.00	
Group 1 - Option 18: Mirrors, Heated Outside Power Mirrors	1.00	EA	\$0.00000	\$0.00			\$0.00	Included in Base Bid		\$0.00			\$0.00	
Group 1 - Option 19: Mud Guards per specification	1.00	EA	\$0.00000	\$0.00		\$180.00000	\$180.00			\$0.00			\$0.00	
Group 1 - Option 20: Remote Starter per specification	1.00	EA	\$0.00000	\$0.00		\$446.00000	\$446.00			\$0.00			\$0.00	
Group 1 - Option 21: Spotlight Factory Installed Black Driver's Side	1.00	EA	\$0.00000	\$0.00		\$189.00000	\$189.00			\$0.00			\$0.00	
Group 1 - Option 22: Wheel Covers, Full Wheel Covers on All Wheels	1.00	EA	\$0.00000	\$0.00		\$35.00000	\$35.00			\$0.00			\$0.00	
Group 1 - Option 23: Rear Wheel Drive V8 5.7L Hemi Engine	1.00	EA	\$0.00000	\$0.00			\$0.00	N/A in 2022		\$0.00			\$0.00	
Group 1 - Option 24: All Wheel Drive V6 3.6L	1.00	EA	\$0.00000	\$0.00			\$0.00	Included in Base Bid		\$0.00			\$0.00	

[illegible]

Group 3 - Option 10: Front Headlamp Lighting Solution	1.00	EA	\$860.00000	\$860.00			\$0.00		\$819.00000	\$819.00			\$0.00
Group 3 - Option 11: Tail Lamp Police Interceptor Housing Only	1.00	EA	\$65.00000	\$65.00			\$0.00		\$55.00000	\$55.00			\$0.00
Group 3 - Option 12: Tail Lamp Lighting Solution	1.00	EA	\$445.00000	\$445.00			\$0.00		\$391.00000	\$391.00			\$0.00
Group 3 - Option 13: Rear Lighting Solution	1.00	EA	\$435.00000	\$435.00			\$0.00		\$414.00000	\$414.00			\$0.00
Group 3 - Option 14: Ready the Road Package	1.00	EA	\$3,380.00000	\$3,380.00			\$0.00		\$3,310.00000	\$3,310.00			\$0.00
Group 3 - Option 15: Ultimate Wiring Package	1.00	EA	\$535.00000	\$535.00			\$0.00		\$510.00000	\$510.00			\$0.00
Group 3 - Option 16: Police Wire Harness Connector Kit	1.00	EA	\$175.00000	\$175.00			\$0.00		\$168.00000	\$168.00			\$0.00
Group 3 - Option 17: Dark Car Feature	1.00	EA	\$25.00000	\$25.00			\$0.00		\$23.00000	\$23.00			\$0.00
Group 3 - Option 18: Switchable Red/White Lighting in Cargo Area	1.00	EA	\$48.00000	\$48.00			\$0.00		\$48.00000	\$48.00			\$0.00
Group 3 - Option 19: Front Warning AUX LED Lights	1.00	EA	\$517.00000	\$517.00			\$0.00		\$501.00000	\$501.00			\$0.00
Group 3 - Option 20: Front Interior Visor Light Bar	1.00	EA	\$1,080.00000	\$1,080.00			\$0.00		\$1,042.00000	\$1,042.00			\$0.00
Group 3 - Option 21: Pre-Wiring for Grille LED Lights, Siren, and Speaker	1.00	EA	\$48.00000	\$48.00			\$0.00		\$48.00000	\$48.00			\$0.00
Group 3 - Option 22: Rear Quarter Glass Side Marker LED Lights	1.00	EA	\$541.00000	\$541.00			\$0.00		\$523.00000	\$523.00			\$0.00
Group 3 - Option 23: Rear Spoiler Traffic Warning Lights LED	1.00	EA	\$1,420.00000	\$1,420.00			\$0.00		\$1,360.00000	\$1,360.00			\$0.00
Group 3 - Option 24: Side Marker LED Sideview Mirrors	1.00	EA	\$275.00000	\$275.00			\$0.00		\$264.00000	\$264.00			\$0.00
Group 3 - Option 25: Spot Lamp Drive Only Unit	1.00	EA	\$375.00000	\$375.00			\$0.00		\$359.00000	\$359.00			\$0.00
Group 3 - Option 26: Spot Lamp Drive Only Whelen	1.00	EA	\$425.00000	\$425.00			\$0.00		\$382.00000	\$382.00			\$0.00
Group 3 - Option 27: Reverse Sensing System	1.00	EA	\$270.00000	\$270.00			\$0.00		\$250.00000	\$250.00			\$0.00
Group 3 - Option 28: Underbody Deflector Plate	1.00	EA	\$325.00000	\$325.00			\$0.00		\$305.00000	\$305.00			\$0.00
Group 3 - Option 29: Wheel Covers	1.00	EA	\$56.00000	\$56.00			\$0.00		\$55.00000	\$55.00			\$0.00
Group 3 - Option 30: 18" Painted Aluminum Wheels	1.00	EA	\$450.00000	\$450.00			\$0.00		\$432.00000	\$432.00			\$0.00
Group 3 - Option 31: Rear View Camera Display in Rear View Mirror	1.00	EA	\$0.00000	\$0.00			\$0.00			\$0.00	N/C		\$0.00
Group 3 - Option 32: Rear Camera on Demand	1.00	EA	\$218.00000	\$218.00			\$0.00		\$209.00000	\$209.00			\$0.00
Group 3 - Option 33: Hidden Door Lock Plunger w/Rear Door Controls Deactivated	1.00	EA	\$150.00000	\$150.00			\$0.00		\$146.00000	\$146.00			\$0.00
Group 3 - Option 34: Rear Door Controls Inoperable	1.00	EA	\$75.00000	\$75.00			\$0.00		\$68.00000	\$68.00			\$0.00
Group 3 - Option 35: Global Lock/Unlock Feature Overhead Door Switch Delete	1.00	EA	\$0.00000	\$0.00	N/C		\$0.00			\$0.00	N/C		\$0.00
Group 3 - Option 36: Remote Keyless Entry	1.00	EA	\$320.00000	\$320.00			\$0.00		\$309.00000	\$309.00			\$0.00
Group 3 - Option 37: 1st and 2nd Row Carpet	1.00	EA	\$118.00000	\$118.00			\$0.00		\$114.00000	\$114.00			\$0.00
Group 3 - Option 38: 2nd Row Cloth Seats	1.00	EA	\$60.00000	\$60.00			\$0.00		\$55.00000	\$55.00			\$0.00
Group 3 - Option 39: Front Console Plate Delete	1.00	EA	\$0.00000	\$0.00	N/C		\$0.00			\$0.00	N/C		\$0.00
Group 3 - Option 40: Power Passenger Seat	1.00	EA	\$310.00000	\$310.00			\$0.00		\$296.00000	\$296.00			\$0.00
Group 3 - Option 41: BLIS0-Blind Spot Monitoring System with Cross Traffic Alert	1.00	EA	\$520.00000	\$520.00			\$0.00		\$496.00000	\$496.00			\$0.00
Group 3 - Option 42: Police Perimeter Alert	1.00	EA	\$635.00000	\$635.00			\$0.00		\$614.00000	\$614.00			\$0.00
Group 3 - Option 43: Pre-Collision Assist	1.00	EA	\$136.00000	\$136.00			\$0.00		\$132.00000	\$132.00			\$0.00
Group 3 - Option 44: Mirrors Heated Sideview	1.00	EA	\$70.00000	\$70.00			\$0.00		\$55.00000	\$55.00			\$0.00

Group 3 - Option 45: Perimeter Anti-Theft Alarm	1.00	EA	\$112.00000	\$112.00			\$0.00		\$109.00000	\$109.00			\$0.00	
Group 3 - Option 46: Police Engine Idle Feature	1.00	EA	\$244.00000	\$244.00			\$0.00		\$237.00000	\$237.00			\$0.00	
Group 3 - Option 47: Aux Air Conditioning	1.00	EA	\$573.00000	\$573.00			\$0.00		\$555.00000	\$555.00			\$0.00	
Group 3 - Option 48: Badge Delete	1.00	EA	\$0.00000	\$0.00	N/C		\$0.00			\$0.00	N/C		\$0.00	
Group 3 - Option 49: Cargo Storage Vault	1.00	EA	\$230.00000	\$230.00			\$0.00		\$223.00000	\$223.00			\$0.00	
Group 3 - Option 50: Class III Trailer Tow Package	1.00	EA	\$78.00000	\$78.00			\$0.00			\$0.00	Std		\$0.00	
Group 3 - Option 51: H8 AGM Battery	1.00	EA	\$95.00000	\$95.00			\$0.00		\$100.00000	\$100.00			\$0.00	
Group 3 - Option 52: 100 Watt Siren Speaker	1.00	EA	\$300.00000	\$300.00			\$0.00		\$287.00000	\$287.00			\$0.00	
Group 3 - Option 53: Anti-Theft, Transmission Lock System per specification	1.00	EA	\$0.00000	\$0.00	N/A		\$0.00		\$135.00000	\$135.00			\$0.00	
Group 3 - Option 54: Omega Remote Start Security System	1.00	EA	\$0.00000	\$0.00	N/A		\$0.00		\$336.00000	\$336.00			\$0.00	
Group 3 - Option 55: 12.1 Inch Integrated Computer Screen	1.00	EA	\$2,600.00000	\$2,600.00			\$0.00		\$2,580.00000	\$2,580.00			\$0.00	
Group 3 - Option 56: Wig Wag Front	1.00	EA	\$0.00000	\$0.00	Std		\$0.00			\$0.00	Std		\$0.00	
Group 3 - Option 57: Wig Wag Rear	1.00	EA	\$0.00000	\$0.00	Std		\$0.00			\$0.00	N/A		\$0.00	
Group 3 - Option 58: Red Flashing Hideaway Lights in Headlights	1.00	EA	\$0.00000	\$0.00	Option 66A		\$0.00		\$254.00000	\$254.00			\$0.00	
Group 3 - Option 59: Blue Flashing Hideaway Lights in Taillights	1.00	EA	\$0.00000	\$0.00	Option 66B		\$0.00		\$68.00000	\$68.00			\$0.00	
Group 3 - Option 60: Metal Underbody Skid Plate	1.00	EA	\$0.00000	\$0.00	Option 76D		\$0.00			\$0.00	N/A		\$0.00	
		Ford Interceptor SUV SubTotal	\$123,413.00000	\$123,413.00					\$58,037.00000	\$58,037.00				
Compact Size Pickup														
Description	Quantity	Unit	Unit Price	Sub Total	Comments	Unit Price	Sub Total	Comments	Unit Price	Sub Total	Comments	Unit Price	Sub Total	Comments
Group 4 - Base Bid: New Unused Current Production Model 2WD Compact Size Truck Manufacturer: _____ Model: _____ Year: _____	1.00	EA	\$22,850.00000	\$22,850.00	Ford Ranger 2022		\$0.00		\$22,869.00000	\$22,869.00	Ford Ranger 2022		\$0.00	
Group 4 - Option 1: Towing Package with Heavy Duty Receiver Hitch (Tow Package to include 7 Pin Trailer Plug Wired to the Rear of the Vehicle)	1.00	EA	\$485.00000	\$485.00			\$0.00		\$465.00000	\$465.00			\$0.00	
Group 4 - Option 2: Four Wheel Drive with Electronic Touch Control	1.00	EA	\$3,200.00000	\$3,200.00			\$0.00		\$3,058.00000	\$3,058.00			\$0.00	
Group 4 - Option 3: Extended Cab	1.00	EA	\$0.00000	\$0.00	Std		\$0.00			\$0.00	Std		\$0.00	
Group 4 - Option 4: Crew Cab	1.00	EA	\$2,850.00000	\$2,850.00			\$0.00		\$2,779.00000	\$2,779.00			\$0.00	
Group 4 - Option 5: Multiple Factory Standard Colors with Clear Coat	1.00	EA	\$0.00000	\$0.00	Std		\$0.00			\$0.00	N/C		\$0.00	
Group 4 - Option 6: 3.6 Liter Engine	1.00	EA	\$0.00000	\$0.00	N/A		\$0.00			\$0.00	N/A		\$0.00	
Group 4 - Option 7: LED Hideaway Strobes in Headlight and Tail Light Housings	1.00	EA	\$1,327.00000	\$1,327.00			\$0.00		\$1,327.00000	\$1,327.00			\$0.00	
Group 4 - Option 8: Lockable Bed Cap	1.00	EA	\$1,560.00000	\$1,560.00			\$0.00		\$1,560.00000	\$1,560.00			\$0.00	
Group 4 - Option 9: Fiberglass Topper with Side and Rear Flip Open Windows	1.00	EA	\$2,453.00000	\$2,453.00			\$0.00		\$2,453.00000	\$2,453.00			\$0.00	
Group 4 - Option 10: Bed to be Line X Below the Rails & Tailgate	1.00	EA	\$485.00000	\$485.00			\$0.00		\$575.00000	\$575.00			\$0.00	

Group 4 - Option 11: OMBWEIMICH Whelen LFL Liberty Series Light Bar with Mounting Brackets, 14 Linear Amber LED Pods, 2 LED Alley, and 2 LED Takedown Lights with Cencom Controller and Siren Loose in Vehicle.	1.00	EA	\$1,880.00000	\$1,880.00			\$0.00		\$1,880.00000	\$1,880.00			\$0.00	
Group 4 - Option 12: Factory Backup Camera with Monitor	1.00	EA	\$0.00000	\$0.00	Std		\$0.00			\$0.00	Std		\$0.00	
Group 4 - Option 13: Laptop Mount by Gamber Johnson Installed	1.00	EA	\$595.00000	\$595.00			\$0.00			\$0.00	N/A		\$0.00	
Group 4 - Option 14: 2.8L Minimum Diesel Engine	1.00	EA	\$0.00000	\$0.00	N/A		\$0.00			\$0.00	N/A		\$0.00	
		Compact Size Pickup SubTotal	\$37,685.00000	\$37,685.00					\$36,966.00000	\$36,966.00				
Pickup 1/2 Ton														
Description	Quantity	Unit	Unit Price	Sub Total	Comments	Unit Price	Sub Total	Comments	Unit Price	Sub Total	Comments	Unit Price	Sub Total	Comments
Group 5 - Base Bid: New Unused Current Production Model Reg Cab 1/2 Ton Eight Foot Bed Pickup Truck Manufacturer: _____ Model: _____ Year: _____	1.00	EA	\$24,950.00000	\$24,950.00	Ford F-150 2022	\$29,632.00000	\$29,632.00	RAM 1500 Reg Cab 4c2 V6	\$24,997.00000	\$24,997.00	Ford F-150 2022		\$0.00	
Group 5 - Option 1: Extended Cab with a Standard Six Foot Minimum Bed	1.00	EA	\$1,450.00000	\$1,450.00		\$2,805.00000	\$2,805.00		\$1,622.00000	\$1,622.00			\$0.00	
Group 5 - Option 2: Extended Cab with a Standard Eight Foot Minimum Bed	1.00	EA	\$3,300.00000	\$3,300.00			\$0.00	N/A	\$3,219.00000	\$3,219.00			\$0.00	
Group 5 - Option 3: Crew Cab with a Standard 5 1/2 Foot Minimum Bed	1.00	EA	\$3,550.00000	\$3,550.00		\$5,480.00000	\$5,480.00		\$3,343.00000	\$3,343.00			\$0.00	
Group 5 - Option 4: Crew Cab with a Standard 8 Foot Bed Minimum	1.00	EA	\$0.00000	\$0.00	N/A		\$0.00	N/A		\$0.00	N/A		\$0.00	
Group 5 - Option 5: Line X Lining, Under Rail, Including Tailgate	1.00	EA	\$545.00000	\$545.00		\$595.00000	\$595.00		\$575.00000	\$575.00			\$0.00	
Group 5 - Option 6: Directional Arrow Stick Model: Whelen LED Arrow Board Model TACF-85 with 35 Foot Cord (Placement will be Determined at Time of Build)	1.00	EA	\$1,550.00000	\$1,550.00		\$1,527.00000	\$1,527.00		\$1,527.00000	\$1,527.00			\$0.00	
Group 5 - Option 7: Headache Rack, RKI Model WG 10 or Approved Equal	1.00	EA	\$740.00000	\$740.00		\$718.00000	\$718.00		\$718.00000	\$718.00			\$0.00	
Group 5 - Option 8: Rectangular LED Front Grill Mounted Strobe Lights & Rear LED Strobe Lights Mounted in Rear Tail Light Housing Color to be Determined at Build	1.00	EA	\$1,325.00000	\$1,325.00		\$1,292.00000	\$1,292.00		\$1,292.00000	\$1,292.00			\$0.00	
Group 5 - Option 9: Four Wheel Drive with Electronic Touch Control	1.00	EA	\$3,700.00000	\$3,700.00		\$4,145.00000	\$4,145.00		\$3,200.00000	\$3,200.00			\$0.00	
Group 5 - Option 10: Fiberglass Topper with Lockable Swing Up Side and Rear Windows Painted to Match Truck (Colors May Vary) Windows Shall be Glass	1.00	EA	\$2,550.00000	\$2,550.00		\$2,496.00000	\$2,496.00		\$2,496.00000	\$2,496.00			\$0.00	
Group 5 - Option 11: Whelen Model JE2AAAA Light Bar, Overall Length to be 56.25". Light Bar Shall Include (4) four CON3 LED Strobes on the Front with (2) two Alley Lights and (2) two Take Down Lights and a TACTACD1 Controller	1.00	EA	\$2,750.00000	\$2,750.00		\$2,697.00000	\$2,697.00		\$2,697.00000	\$2,697.00			\$0.00	
Group 5 - Option 12: Aluminum Tread Plate Standard Saddle Box with Lockable Lid	1.00	EA	\$985.00000	\$985.00		\$937.00000	\$937.00		\$937.00000	\$937.00			\$0.00	
Group 5 - Option 13: Full Size Bed Slide Tray with Removable Sides and End	1.00	EA	\$1,675.00000	\$1,675.00		\$1,642.00000	\$1,642.00		\$1,642.00000	\$1,642.00			\$0.00	
Group 5 - Option 14: Cloth Interior with Split Front Bench Seats Must be Adjustable Forward and Backward as well as Reclining	1.00	EA	\$0.00000	\$0.00	N/A	\$315.00000	\$315.00			\$0.00	N/C		\$0.00	
Group 5 - Option 15: Whelen SX8BBRR 48.5" LFL Liberty Series Light Bar Installed on Cab of Truck	1.00	EA	\$3,450.00000	\$3,450.00		\$3,396.00000	\$3,396.00		\$3,396.00000	\$3,396.00			\$0.00	
Group 5 - Option 16: Other Factory Standard Colors	1.00	EA	\$0.00000	\$0.00	N/C		\$0.00	N/C		\$0.00	N/C		\$0.00	

Group 5 - Option 17: Cloth Interior with Bucket Seats Must be Adjustable Forward and Backward as well as Reclining	1.00	EA	\$0.00000	\$0.00	N/A		\$0.00	N/A		\$330.00000	\$330.00			\$0.00
Group 5 - Option 18: 5.0L Minimum Engine with Active Fuel Management	1.00	EA	\$1,795.00000	\$1,795.00		\$2,083.00000	\$2,083.00		\$1,896.00000	\$1,896.00				\$0.00
Group 5 - Option 19: Factory Standard Red	1.00	EA	\$0.00000	\$0.00	N/C		\$0.00	N/C		\$0.00	N/C			\$0.00
Group 5 - Option 20: Lockable Bed Cap	1.00	EA	\$1,600.00000	\$1,600.00		\$1,560.00000	\$1,560.00		\$1,560.00000	\$1,560.00				\$0.00
Group 5 - Option 21: 3' Tubular Stainless Steel Side Step Bars	1.00	EA	\$425.00000	\$425.00		\$392.00000	\$392.00		\$392.00000	\$392.00				\$0.00
Group 5 - Option 22: Road Watch Surface Temperature Gauge	1.00	EA	\$1,425.00000	\$1,425.00		\$1,389.00000	\$1,389.00		\$1,389.00000	\$1,389.00				\$0.00
Group 5 - Option 23: OMBWEVICH Whelen LFL Liberty Series Light Bar with Mounting Brackets, 14 Linear Amber LED Pods, 2 LED Alley, and 2 LED Takedown Lights with Cencom Controller and Siren Loose in Vehicle	1.00	EA	\$1,925.00000	\$1,925.00		\$1,880.00000	\$1,880.00		\$1,880.00000	\$1,880.00				\$0.00
Group 5 - Option 24: Integral Bedside Boxes for Storage	1.00	EA	\$0.00000	\$0.00	N/A	\$1,250.00000	\$1,250.00			\$0.00	N/A			\$0.00
Group 5 - Option 25: Hard Cover Foldable, Lockable Bed Cap	1.00	EA	\$1,550.00000	\$1,550.00		\$1,515.00000	\$1,515.00		\$1,515.00000	\$1,515.00				\$0.00
Group 5 - Option 26: Factory Backup Camera with Monitor	1.00	EA	\$0.00000	\$0.00	Std		\$0.00	N/C		\$0.00	Std			\$0.00
Group 5 - Option 27: 3.0L Minimum Diesel Engine	1.00	EA	\$0.00000	\$0.00	N/A		\$0.00	N/A		\$0.00	N/A			\$0.00
		Pickup 1/2 Ton SubTotal	\$61,240.00000	\$61,240.00		\$67,746.00000	\$67,746.00		\$60,623.00000	\$60,623.00				
Pickup 3/4 Ton														
Description	Quantity	Unit	Unit Price	Sub Total	Comments	Unit Price	Sub Total	Comments	Unit Price	Sub Total	Comments	Unit Price	Sub Total	Comments
Group 6 - Base Bid: New Unused Current Production Two Wheel Drive Regular Cab 8 Foot Bed 3/4 Ton Pickup Truck Manufacturer: _____ Model: _____ Year: _____	1.00	EA	\$0.00000	\$0.00			\$0.00			\$0.00		\$34,200.00000	\$34,200.00	Chevrolet 2500 2023
Group 6 - Option 1: Extended Cab with a Standard Six Foot Minimum Bed	1.00	EA	\$0.00000	\$0.00			\$0.00			\$0.00		\$1,850.00000	\$1,850.00	
Group 6 - Option 2: Extended Cab with a Standard Eight Foot Minimum Bed	1.00	EA	\$0.00000	\$0.00			\$0.00			\$0.00		\$2,150.00000	\$2,150.00	
Group 6 - Option 3: Crew Cab with a Standard 5 1/2 Foot Minimum Bed	1.00	EA	\$0.00000	\$0.00			\$0.00			\$0.00		\$3,700.00000	\$3,700.00	
Group 6 - Option 4: Crew Cab with a Standard 8 Foot Minimum Bed	1.00	EA	\$0.00000	\$0.00			\$0.00			\$0.00		\$3,950.00000	\$3,950.00	
Group 6 - Option 5: Line X Lining, Under Rail, Including Tailgate	1.00	EA	\$0.00000	\$0.00			\$0.00			\$0.00		\$545.00000	\$545.00	
Group 6 - Option 6: Directional Arrow Stick Model: Whelen LED Arrow Board Model TACF-85 with 35 Foot Cord (Placement Will Be Determined at Time of Build)	1.00	EA	\$0.00000	\$0.00			\$0.00			\$0.00		\$1,550.00000	\$1,550.00	
Group 6 - Option 7: Headache Rack, RKI Model WG 10 or Approved Equal	1.00	EA	\$0.00000	\$0.00			\$0.00			\$0.00		\$725.00000	\$725.00	
Group 6 - Option 8: Rectangular LED Front Grill Mounted Strobe Lights & Rear LED Strobe Lights Mounted in Rear Tail Light Housing. Color to be Determined at Build	1.00	EA	\$0.00000	\$0.00			\$0.00			\$0.00		\$1,325.00000	\$1,325.00	
Group 6 - Option 9: Four Wheel Drive with Electronic Touch Control	1.00	EA	\$0.00000	\$0.00			\$0.00			\$0.00		\$2,450.00000	\$2,450.00	
Group 6 - Option 10: Fiberglass Topper with Lockable Swing Up Side and Rear Windows Painted to Match Truck (Colors May Vary). Windows Shall be Glass	1.00	EA	\$0.00000	\$0.00			\$0.00			\$0.00		\$2,525.00000	\$2,525.00	
Group 6 - Option 11: Whelen Model JE2AAAA Light Bar, Overall Length to be 56.25". Light Bar Shall Include (4) CON3 LED Strobes on the Front with (2) Alley Lights and (2) Take Down Lights and a TACTACD1 Controller	1.00	EA	\$0.00000	\$0.00			\$0.00			\$0.00		\$2,750.00000	\$2,750.00	

Group 6 - Option 12: Aluminum Tread Plate Standard Saddle Box with Lockable Lid	1.00	EA	\$0.00000	\$0.00			\$0.00			\$0.00			\$985.00000	\$985.00	
Group 6 - Option 13: Full Size Bed Slide Tray with Removable Sides and End	1.00	EA	\$0.00000	\$0.00			\$0.00			\$0.00			\$1,675.00000	\$1,675.00	
Group 6 - Option 14: Whelen SX8BBRR 48.5" LFL Liberty Series Light Bar Installed on Cab of Truck	1.00	EA	\$0.00000	\$0.00			\$0.00			\$0.00			\$3,450.00000	\$3,450.00	
Group 6 - Option 15: Other Factory Standard Colors	1.00	EA	\$0.00000	\$0.00			\$0.00			\$0.00				\$0.00	N/C
Group 6 - Option 16: Bucket Seats	1.00	EA	\$0.00000	\$0.00			\$0.00			\$0.00				\$0.00	N/A
Group 6 - Option 17: 6.5L Minimum Turbo Diesel	1.00	EA	\$0.00000	\$0.00			\$0.00			\$0.00			\$9,200.00000	\$9,200.00	
Group 6 - Option 18: 6.0L Minimum Engine with Active Fuel Management	1.00	EA	\$0.00000	\$0.00			\$0.00			\$0.00				\$0.00	Std
Group 6 - Option 19: Factory Standard Red	1.00	EA	\$0.00000	\$0.00			\$0.00			\$0.00				\$0.00	N/C
Group 6 - Option 20: Lockable Bed Cap	1.00	EA	\$0.00000	\$0.00			\$0.00			\$0.00			\$1,600.00000	\$1,600.00	
Group 6 - Option 21: 1,500 LB Capacity Tommy Lift Gate	1.00	EA	\$0.00000	\$0.00			\$0.00			\$0.00			\$3,725.00000	\$3,725.00	
Group 6 - Option 22: Topper Knapheide Model KKHD or Approved Equal, Painted to Match Factory Truck Paint	1.00	EA	\$0.00000	\$0.00			\$0.00			\$0.00			\$6,700.00000	\$6,700.00	
Group 6 - Option 23: Front Mounted Brush Guards Westin Model HDX or Approved Equal, Black	1.00	EA	\$0.00000	\$0.00			\$0.00			\$0.00			\$1,100.00000	\$1,100.00	
Group 6 - Option 24: Flood Lights Mounted on Ends of Headache Rack Manually Operated 200,000 Candle Watt Minimum	1.00	EA	\$0.00000	\$0.00			\$0.00			\$0.00			\$925.00000	\$925.00	
Group 6 - Option 25: 3" Stainless Steel Tubular Side Step Bars	1.00	EA	\$0.00000	\$0.00			\$0.00			\$0.00			\$425.00000	\$425.00	
Group 6 - Option 26: GoLight Stryker LED Remote Control 320,000 Candepower Spotlight, Black in Color Mounted to the Roof	1.00	EA	\$0.00000	\$0.00			\$0.00			\$0.00			\$1,100.00000	\$1,100.00	
Group 6 - Option 27: OMBWEVICH Whelen LFL Liberty Series Light Bar with Mounting Brackets, 14 Linear Amber LED Pods, 2 LED Alley, and 2 LED Takedown Lights with Cencom Controller and Siren Loose in Vehicle	1.00	EA	\$0.00000	\$0.00			\$0.00			\$0.00			\$1,925.00000	\$1,925.00	
Group 6 - Option 28: Hard Cover Foldable, Lockable Bed Cap	1.00	EA	\$0.00000	\$0.00			\$0.00			\$0.00			\$1,600.00000	\$1,600.00	
Group 6 - Option 29: Integral Bedside Boxes for Storage	1.00	EA	\$0.00000	\$0.00			\$0.00			\$0.00				\$0.00	N/A
Group 6 - Option 30: Factory Standard Backup Camera	1.00	EA	\$0.00000	\$0.00			\$0.00			\$0.00				\$0.00	Std
Group 6 - Option 31: Utility Body per specification	1.00	EA	\$0.00000	\$0.00			\$0.00			\$0.00			\$13,200.00000	\$13,200.00	
Group 6 - Option 32: Remote Controlled Door Locks on Utility Bed	1.00	EA	\$0.00000	\$0.00			\$0.00			\$0.00			\$1,500.00000	\$1,500.00	
Group 6 - Option 33: Road Watch Surface Temperature Gauge.	1.00	EA	\$0.00000	\$0.00			\$0.00			\$0.00			\$1,450.00000	\$1,450.00	
		Pickup 3/4 Ton SubTotal	\$0.00000	\$0.00									\$108,280.00000	\$108,280.00	
Pickup 1 Ton															
Description	Quantity	Unit	Unit Price	Sub Total	Comments	Unit Price	Sub Total	Comments	Unit Price	Sub Total	Comments	Unit Price	Sub Total	Comments	
Group 7 - Base Bid: New Unused Current Production Two Wheel Drive Regular Cab 8 Foot Bed 1 Ton Pickup Truck Manufacturer: _____ Model: _____ Year: _____	1.00	EA	\$0.00000	\$0.00			\$0.00			\$0.00			\$35,400.00000	\$35,400.00	Chevrolet 3500 2023
Group 7 - Option 1: Extended Cab with a Standard Six Foot Minimum Bed	1.00	EA	\$0.00000	\$0.00			\$0.00			\$0.00				\$0.00	N/A
Group 7 - Option 2: Extended Cab with a Standard Eight Foot Minimum Bed	1.00	EA	\$0.00000	\$0.00			\$0.00			\$0.00			\$2,250.00000	\$2,250.00	

Group 7 - Option 3: Crew Cab with a Standard 5 1/2 Foot Minimum Bed	1.00	EA	\$0.00000	\$0.00			\$0.00			\$0.00		\$3,800.00000	\$3,800.00
Group 7 - Option 4: Crew Cab with a Standard 8 Foot Minimum Bed	1.00	EA	\$0.00000	\$0.00			\$0.00			\$0.00		\$4,150.00000	\$4,150.00
Group 7 - Option 5: Line X Lining, Under Rail, Including Tailgate	1.00	EA	\$0.00000	\$0.00			\$0.00			\$0.00		\$545.00000	\$545.00
Group 7 - Option 6: Directional Arrow Stck Model: Whelen LED Arrow Board Model TACF-85 with 35 Foot Cord (Placement Will Be Determined at Time of Build)	1.00	EA	\$0.00000	\$0.00			\$0.00			\$0.00		\$1,550.00000	\$1,550.00
Group 7 - Option 7: Headache Rack, RKL Model WG 10 or Approved Equal	1.00	EA	\$0.00000	\$0.00			\$0.00			\$0.00		\$725.00000	\$725.00
Group 7 - Option 8: Rectangular LED Front Grill Mounted Strobe Lights and Rear LED Strobe Lights Mounted in Rear Tail Light Housing. Color to be Determined at Build	1.00	EA	\$0.00000	\$0.00			\$0.00			\$0.00		\$1,325.00000	\$1,325.00
Group 7 - Option 9: Four Wheel Drive with Electronic Touch Control	1.00	EA	\$0.00000	\$0.00			\$0.00			\$0.00		\$2,450.00000	\$2,450.00
Group 7 - Option 10: Fiberglass Topper with Lockable Swing Up Side and Rear Windows Painted to Match Truck (Colors May Vary). Windows Shall be Glass	1.00	EA	\$0.00000	\$0.00			\$0.00			\$0.00		\$2,525.00000	\$2,525.00
Group 7 - Option 11: Whelen Model JE2AAAA Light Bar, Overall Length to be 56.25". Light Bar Shall Include (4) CON3 LED Strobes on the Front with (2) Alley Lights and (2) Take Down Lights and a TACTACD1 Controller	1.00	EA	\$0.00000	\$0.00			\$0.00			\$0.00		\$2,750.00000	\$2,750.00
Group 7 - Option 12: Aluminum Tread Plate Standard Saddle Box with Lockable Lid	1.00	EA	\$0.00000	\$0.00			\$0.00			\$0.00		\$985.00000	\$985.00
Group 7 - Option 13: Full Size Bed Slide Tray with Removable Sides and End	1.00	EA	\$0.00000	\$0.00			\$0.00			\$0.00		\$1,675.00000	\$1,675.00
Group 7 - Option 14: Whelen SX8BBRR 48.5" LFL Liberty Series Light Bar Installed on Cab of Truck	1.00	EA	\$0.00000	\$0.00			\$0.00			\$0.00		\$3,450.00000	\$3,450.00
Group 7 - Option 15: Other Factory Standard Colors	1.00	EA	\$0.00000	\$0.00			\$0.00			\$0.00			\$0.00 N/C
Group 7 - Option 16: Bucket Seats	1.00	EA	\$0.00000	\$0.00			\$0.00			\$0.00			\$0.00 N/A
Group 7 - Option 17: 6.6L Minimum Turbo Diesel	1.00	EA	\$0.00000	\$0.00			\$0.00			\$0.00		\$9,200.00000	\$9,200.00
Group 7 - Option 18: 6.0L Minimum Engine with Active Fuel Management	1.00	EA	\$0.00000	\$0.00			\$0.00			\$0.00			\$0.00 Std
Group 7 - Option 19: Factory Standard Red	1.00	EA	\$0.00000	\$0.00			\$0.00			\$0.00			\$0.00 N/C
Group 7 - Option 20: Lockable Bed Cap	1.00	EA	\$0.00000	\$0.00			\$0.00			\$0.00		\$1,600.00000	\$1,600.00
Group 7 - Option 21: 1,500 LB Capacity Tommy Lift Gate	1.00	EA	\$0.00000	\$0.00			\$0.00			\$0.00		\$3,725.00000	\$3,725.00
Group 7 - Option 22: Topper Knapheide Model KKL83B or Approved Equal, Painted to Match Factory Truck Paint	1.00	EA	\$0.00000	\$0.00			\$0.00			\$0.00		\$6,700.00000	\$6,700.00
Group 7 - Option 23: Front Mounted Brush Guards Westin Model HDX or Approved Equal, Black	1.00	EA	\$0.00000	\$0.00			\$0.00			\$0.00		\$1,100.00000	\$1,100.00
Group 7 - Option 24: Flood Lights Mounted on Ends of Headache Rack Manually Operated 200,000 Candle Watt Minimum	1.00	EA	\$0.00000	\$0.00			\$0.00			\$0.00		\$925.00000	\$925.00
Group 7 - Option 25: 3" Tubular Stainless Steel Nerf Bars	1.00	EA	\$0.00000	\$0.00			\$0.00			\$0.00		\$425.00000	\$425.00
Group 7 - Option 26: "OMBWEVICH" Whelen LFL Liberty Series Light Bar with Mounting Brackets, 14 Liner Amber LED Pods, 2 LED Alley, and 2 LED Takedown Lights w/Cencom Controller and Siren Loose in Vehicle	1.00	EA	\$0.00000	\$0.00			\$0.00			\$0.00		\$1,925.00000	\$1,925.00
Group 7 - Option 27: Factory Standard Backup Camera	1.00	EA	\$0.00000	\$0.00			\$0.00			\$0.00			\$0.00 Std
Group 7 - Option 28: Road Watch Surface Temperature Gauge	1.00	EA	\$0.00000	\$0.00			\$0.00			\$0.00		\$1,450.00000	\$1,450.00
Group 7 - Option 29: Utility Body per specification	1.00	EA	\$0.00000	\$0.00			\$0.00			\$0.00		\$13,200.00000	\$13,200.00

Group 7 - Option 30: Remote Controlled Door Locks on Utility Bed	1.00	EA	\$0.00000	\$0.00			\$0.00			\$0.00		\$1,500.00000	\$1,500.00	
Group 7 - Option 31: GoLight Stryker LED Remote Control 320,000 Candlepower Spotlight, Black in Color Mounted to the Roof	1.00	EA	\$0.00000	\$0.00			\$0.00			\$0.00		\$1,450.00000	\$1,450.00	
	Pickup 1 Ton SubTotal		\$0.00000	\$0.00								\$106,780.00000	\$106,780.00	
Small SUV														
Description	Quantity	Unit	Unit Price	Sub Total	Comments	Unit Price	Sub Total	Comments	Unit Price	Sub Total	Comments	Unit Price	Sub Total	Comments
Group 8 - Base Bid: New Unused Current Production Two Wheel Drive Small Sport Utility Vehicle Manufacturer: _____ Model: _____ Year: _____	1.00	EA	\$22,800.00000	\$22,800.00	Ford Escape 2022		\$0.00		\$22,612.00000	\$22,612.00	Ford Escape 2022	\$24,500.00000	\$24,500.00	Chevrolet Equinox 2023
Group 8 - Option 1: Four Wheel Drive	1.00	EA	\$0.00000	\$0.00	N/A		\$0.00			\$0.00	N/A		\$0.00	N/A
Group 8 - Option 2: All Wheel Drive	1.00	EA	\$1,950.00000	\$1,950.00			\$0.00		\$1,968.00000	\$1,968.00		\$1,750.00000	\$1,750.00	
Group 8 - Option 3: Amber LED Hide Away Strobe Lights in the Front and Rear Turn Signals	1.00	EA	\$1,327.00000	\$1,327.00			\$0.00		\$1,327.00000	\$1,327.00		\$1,350.00000	\$1,350.00	
Group 8 - Option 4: Amber LED Top Mounted Strobe Light	1.00	EA	\$562.00000	\$562.00			\$0.00		\$562.00000	\$562.00		\$600.00000	\$600.00	
Group 8 - Option 5: 2.4L Minimum Engine	1.00	EA	\$0.00000	\$0.00	N/A		\$0.00			\$0.00	N/A		\$0.00	N/A
Group 8 - Option 6: Other Factory Standard Colors	1.00	EA	\$0.00000	\$0.00	N/C		\$0.00			\$0.00	N/C		\$0.00	N/C
Group 8 - Option 7: Laptop Mount by Gamber Johnson Installed	1.00	EA	\$0.00000	\$0.00	N/A		\$0.00			\$0.00	N/A		\$0.00	N/A
Group 8 - Option 8: Factory Backup Camera with Monitor	1.00	EA	\$0.00000	\$0.00	Std		\$0.00			\$0.00	Std		\$0.00	Std
	Small SUV SubTotal		\$26,639.00000	\$26,639.00					\$26,469.00000	\$26,469.00		\$28,200.00000	\$28,200.00	
Mid-Size SUV														
Description	Quantity	Unit	Unit Price	Sub Total	Comments	Unit Price	Sub Total	Comments	Unit Price	Sub Total	Comments	Unit Price	Sub Total	Comments
Group 9 - Base Bid: New Unused Current Production Two Wheel Drive Mid-Size Sport Utility Vehicle Manufacturer: _____ Model: _____ Year: _____	1.00	EA	\$0.00000	\$0.00			\$0.00			\$0.00		\$34,200.00000	\$34,200.00	Chevrolet Blazer 2023 * Engine will be a 2.0L Turbo 40cyl 258 HP 285 Torque
Group 9 - Option 1: All Wheel Drive	1.00	EA	\$0.00000	\$0.00			\$0.00			\$0.00		\$2,750.00000	\$2,750.00	
Group 9 - Option 2: Amber LED Hide Away Strobe Lights in Front & Rear	1.00	EA	\$0.00000	\$0.00			\$0.00			\$0.00		\$1,350.00000	\$1,350.00	
Group 9 - Option 3: Other Factory Standard Colors	1.00	EA	\$0.00000	\$0.00			\$0.00			\$0.00			\$0.00	N/C
Group92 - Option 4: Laptop Mount by JOTO Desk Installed Model 425-5020R or Approved Equal	1.00	EA	\$0.00000	\$0.00			\$0.00			\$0.00		\$600.00000	\$600.00	
	Mid-Size SUV SubTotal		\$0.00000	\$0.00								\$38,900.00000	\$38,900.00	
Cargo Van														
Description	Quantity	Unit	Unit Price	Sub Total	Comments	Unit Price	Sub Total	Comments	Unit Price	Sub Total	Comments	Unit Price	Sub Total	Comments
Group 10 - Base Bid: New Unused Current Production 7,300 GVW Minimum Cargo Van Manufacturer: _____ Model: _____ Year: _____	1.00	EA	\$0.00000	\$0.00			\$0.00			\$0.00		\$39,000.00000	\$39,000.00	Chevrolet Express 2023

Group 10 - Option 1: Ladder Rack Weather Guard Aluminum Drop Down Ladder Rack EZ-Glide System or Approved Equal	1.00	EA	\$0.00000	\$0.00			\$0.00			\$0.00			\$2,850.00000	\$2,850.00	
Group 10 - Option 2: Shelving Weather Guard Plumber/HVAC Package or Approved Equal	1.00	EA	\$0.00000	\$0.00			\$0.00			\$0.00			\$4,450.00000	\$4,450.00	
Group 10 - Option 3: Insulation for Cargo and Passenger Area to Include Walls and Ceilings 1/2" Reflective Type	1.00	EA	\$0.00000	\$0.00			\$0.00			\$0.00			\$3,900.00000	\$3,900.00	
Group 10 - Option 4: LED Hide Away Strobes in Headlight and Taillight Housing Model VTX609A LED Whelen	1.00	EA	\$0.00000	\$0.00			\$0.00			\$0.00			\$1,400.00000	\$1,400.00	
Group 10 - Option 5: Light Stick (Arrow Board) Installed Over Rear Doors Must Be Whelen Super LED Model TACF 85LED Arrow Board	1.00	EA	\$0.00000	\$0.00			\$0.00			\$0.00			\$1,550.00000	\$1,550.00	
Group 10 - Option 6: Bulk Head Behind Driver and Passenger Area	1.00	EA	\$0.00000	\$0.00			\$0.00			\$0.00			\$895.00000	\$895.00	
Group 10 - Option 7: Vehicle Must be Equipped with One (1) Amber Round 12-24V LED Strobe Light Mounted on Top, Center, Front of Van	1.00	EA	\$0.00000	\$0.00			\$0.00			\$0.00			\$550.00000	\$550.00	
Group 10 - Option 8: Full Body Window Package in Addition to Pop-Out Windows on Rear Doors	1.00	EA	\$0.00000	\$0.00			\$0.00			\$0.00			\$375.00000	\$375.00	
Group 10 - Option 9: Pipe Rack Mounted on Top of Van	1.00	EA	\$0.00000	\$0.00			\$0.00			\$0.00			\$875.00000	\$875.00	
Group 10 - Option 10: 6.5L Minimum Turbo Diesel Engine	1.00	EA	\$0.00000	\$0.00			\$0.00			\$0.00				\$0.00	N/A
Group 10 - Option 11: Whelen Model JE2AAAA Light Bar. Light Bar Shall Include Rear, Side, and Front LED Amber Strobes and Controller	1.00	EA	\$0.00000	\$0.00			\$0.00			\$0.00			\$2,700.00000	\$2,700.00	
Group 10 - Option 12: GoLight Stryker LED Remote Control 320,000 Candlepower Spotlight, Black in Color Mounted to the Roof	1.00	EA	\$0.00000	\$0.00			\$0.00			\$0.00			\$1,425.00000	\$1,425.00	
Group 10 - Option 13: 1,500 Watt Power Inverter	1.00	EA	\$0.00000	\$0.00			\$0.00			\$0.00			\$2,100.00000	\$2,100.00	
Group 10 - Option 14: Weather Guard Shelving Street Side Model # 9645-3-01, 9912-3-01, 9918-3-01, 9912-3-01, 9344-3-01, 9912-3-01, 9918-3-01, Curb Side Model # 9645-3-01, 9912-3-01, and A C Tech All Aluminum Cabinet 50" Tall x 18" Wide x 18" Depth. All Shelving and Cabinets shall be Installed using Bolts and Lock Nuts. (SHEET METAL SCREWS WILL NOT BE ACCEPTED)	1.00	EA	\$0.00000	\$0.00			\$0.00			\$0.00			\$7,100.00000	\$7,100.00	
Group 10 - Option 15: Other Factory Standard Colors	1.00	EA	\$0.00000	\$0.00			\$0.00			\$0.00				\$0.00	N/C
Group 10 - Option 16: Factory Backup Camera with Monitor	1.00	EA	\$0.00000	\$0.00			\$0.00			\$0.00				\$0.00	Std
		Cargo Van SubTotal	\$0.00000	\$0.00									\$69,170.00000	\$69,170.00	
Mid-Size Four Door Sedan															
Description	Quantity	Unit	Unit Price	Sub Total	Comments	Unit Price	Sub Total	Comments	Unit Price	Sub Total	Comments	Unit Price	Sub Total	Comments	
Group 11 - Base Bid: New Unused Current Production Mid-Size Four Door Sedan Manufacturer: _____ Model: _____ Year: _____	1.00	EA	\$0.00000	\$0.00			\$0.00			\$0.00			\$21,500.00000	\$21,500.00	Chevrolet Malibu 2023
Group 11 - Option 1: Other Factory Standard Colors	1.00	EA	\$0.00000	\$0.00			\$0.00			\$0.00				\$0.00	N/C
Group 11 - Option 2: Factory Backup Camera with Monitor	1.00	EA	\$0.00000	\$0.00			\$0.00			\$0.00				\$0.00	Std
		Mid-Size Four Door Sedan SubTotal	\$0.00000	\$0.00									\$21,500.00000	\$21,500.00	
Special Service Vehicle															
Description	Quantity	Unit	Unit Price	Sub Total	Comments	Unit Price	Sub Total	Comments	Unit Price	Sub Total	Comments	Unit Price	Sub Total	Comments	

Group 12 - Base Bid: New Unused Current Production Special Service Vehicle 4x4 1/2 Ton Crew Cab with Standard Bed Pickup Truck Manufacturer: _____ Model: _____ Year: _____	1.00	EA	\$0.00000	\$0.00		\$39,933.00000	\$39,933.00	RAM 1500 SSV Crew 4x4		\$0.00			\$0.00	
Group 12 - Option 1: Headache Rack, RKI Model WG 10 or Approved Equal	1.00	EA	\$0.00000	\$0.00		\$718.00000	\$718.00			\$0.00			\$0.00	
Group 12 - Option 2: Whelen SX8BRR 54" LFL Liberty Series Light Bar Installed on Cab of Truck	1.00	EA	\$0.00000	\$0.00		\$3,396.00000	\$3,396.00			\$0.00			\$0.00	
Group 12 - Option 3: 4 LED Lights in Front Grill, 2 Red, 2 Blue Wired to Flash in Sequence with Light Bar	1.00	EA	\$0.00000	\$0.00		\$1,163.00000	\$1,163.00			\$0.00			\$0.00	
Group 12 - Option 4: 4 LED Lights on Each Running Board, 2 Red, 2 Blue, Wired to Flash in Sequence with Light Bars	1.00	EA	\$0.00000	\$0.00		\$1,382.00000	\$1,382.00			\$0.00			\$0.00	
Group 12 - Option 5: Red and Blue Combo LED Lights in Tail Lights Wired to Flash in Sequence with Light Bar	1.00	EA	\$0.00000	\$0.00		\$672.00000	\$672.00			\$0.00			\$0.00	
Group 12 - Option 6: Other Factory Standard Colors	1.00	EA	\$0.00000	\$0.00			\$0.00	N/C		\$0.00			\$0.00	
Group 12 - Option 7: Lockable Bed Cap	1.00	EA	\$0.00000	\$0.00		\$1,560.00000	\$1,560.00			\$0.00			\$0.00	
Group 12 - Option 8: Left Hand Spotlight	1.00	EA	\$0.00000	\$0.00		\$500.00000	\$500.00			\$0.00			\$0.00	
Group 12 - Option 9: GoLight Stryker LED Remote Control 320,000 Candepower Spotlight, Black in Color Mounted to the Roof	1.00	EA	\$0.00000	\$0.00		\$1,047.00000	\$1,047.00			\$0.00			\$0.00	
Group 12 - Option 10: Jotto Desk (mounts to passenger seat) and Vertical Radio Mount	1.00	EA	\$0.00000	\$0.00		\$595.00000	\$595.00			\$0.00			\$0.00	
Group 12 - Option 11: OMBWEWICH Whelen LFL Liberty Series Light Bar with Mounting Brackets, 14 Linear Amber LED Pods, 2 LED Alley and 2 LED Takedown Lights w/Cencom Controller and Siren Loose in Vehicle. Light color will be Amber or Blue/Red and Noted with Vehicle Order Lights w/Cencom Controller & Siren Loose in Vehicle	1.00	EA	\$0.00000	\$0.00		\$1,880.00000	\$1,880.00			\$0.00			\$0.00	
Group 12 - Option 12: Integral Bedside Boxes for Storage	1.00	EA	\$0.00000	\$0.00		\$1,250.00000	\$1,250.00			\$0.00			\$0.00	
Group 12 - Option 13: Hard Cover Foldable, Lockable Bed Cap	1.00	EA	\$0.00000	\$0.00		\$1,515.00000	\$1,515.00			\$0.00			\$0.00	
		Special Service Vehicle SubTotal	\$0.00000	\$0.00		\$55,611.00000	\$55,611.00							
Full Size SUV														
Description	Quantity	Unit	Unit Price	Sub Total	Comments	Unit Price	Sub Total	Comments	Unit Price	Sub Total	Comments	Unit Price	Sub Total	Comments
Group 13 - Base Bid: Drive Full Size Sport Utility Vehicle Manufacturer: _____ Model: _____ Year: _____	1.00	EA	\$0.00000	\$0.00			\$0.00			\$0.00		\$40,500.00000	\$40,500.00	Chevrolet Tahoe 2023
Group 13 - Option 1: Four Wheel Drive	1.00	EA	\$0.00000	\$0.00			\$0.00			\$0.00		\$2,950.00000	\$2,950.00	
Group 13 - Option 2: Other Factory Standard Colors	1.00	EA	\$0.00000	\$0.00			\$0.00			\$0.00			\$0.00	N/C
		Full Size SUV SubTotal	\$0.00000	\$0.00								\$43,450.00000	\$43,450.00	
Full Size Sedan														
Description	Quantity	Unit	Unit Price	Sub Total	Comments	Unit Price	Sub Total	Comments	Unit Price	Sub Total	Comments	Unit Price	Sub Total	Comments
Group 14 - Base Bid: New Unused Current Production Full Size Four Door Sedan Manufacturer: _____ Model: _____ Year: _____	1.00	EA	\$0.00000	\$0.00		\$32,945.00000	\$32,945.00	Dodge Charger SXT Rear Wheel Drive		\$0.00			\$0.00	
Group 14 - Option 1: Other Factory Standard Colors	1.00	EA	\$0.00000	\$0.00			\$0.00	N/C		\$0.00			\$0.00	

Group 14 - Option 2: Factory Backup with Monitor	1.00	EA	\$0.00000	\$0.00			\$0.00	N/C		\$0.00			\$0.00	
Group 14 - Option 3: Minimum 3.6L V6	1.00	EA	\$0.00000	\$0.00			\$0.00	N/C		\$0.00			\$0.00	
		Full Size Sedan SubTotal	\$0.00000	\$0.00			\$32,945.00000	\$32,945.00						
12 Passenger Van														
Description	Quantity	Unit	Unit Price	Sub Total	Comments	Unit Price	Sub Total	Comments	Unit Price	Sub Total	Comments	Unit Price	Sub Total	Comments
Group 15 - Base Bid: New Unused Current Production 7,300 GVW Minimum 12 Passenger Van Manufacturer: _____ Model: _____ Year: _____	1.00	EA	\$0.00000	\$0.00			\$0.00			\$0.00		\$32,000.00000	\$32,000.00	Chevrolet Express 2500P 2023
Group 15 - Option 1: Other Factory Standard Colors	1.00	EA	\$0.00000	\$0.00			\$0.00			\$0.00			\$0.00	N/C
Group 15 - Option 2: Cloth Seats	1.00	EA	\$0.00000	\$0.00			\$0.00			\$0.00		\$485.00000	\$485.00	
		12 Passenger Van SubTotal	\$0.00000	\$0.00								\$32,485.00000	\$32,485.00	
		Grand Total	\$265,132.00000	\$265,132.00		\$197,805.00000	\$197,805.00		\$182,095.00000	\$182,095.00		\$448,765.00000	\$448,765.00	

Re-Direct 12-28-2021 Group 5 to Davis Moore Base Bid with All Options Public Works & Utilities Department/Fleet Division

PETITIONS FOR PUBLIC IMPROVEMENTS

TO: Robert Layton, City Manager

DATE: December 28, 2021

Public Works & Utilities Department/Engineering Division

The signature on the petitions represents 100% of the improvement district and the petitions are valid per Kansas Statute 12-6a01.

NEW AND REVISED PETITIONS FOR PUBLIC IMPROVEMENTS – GARY JANZEN, CITY ENGINEER

Harbor Isle Commercial Addition, Phases 1, 2 and 3 (south of 53rd Street, east of Meridian Avenue) (District VI). The projects will provide water, sewer and paving improvements required for a new residential development.

NEW PETITIONS

Water Improvements:	<u>Budget</u>
448-2021-040447 Phase 1	\$57,000
448-2021-040448 Phase 2	\$40,000
448-2021-040449 Phase 3	\$104,000

Sanitary Sewer Improvements:	<u>Budget</u>
468-2021-040441 Phase 1	\$298,000
468-2021-040443 Phase 2	\$201,000
448-2021-040446 Phase 3	\$273,000

Paving Improvements:	<u>Budget</u>
472-2021-085761 Phase 1	\$451,000
472-2021-085762 Phase 2	\$417,000

Cherese Woods Addition, Phase 2 (south of MacArthur Road, east of 119th Street West) (District IV). On January 16, 2018, the City Council approved a petition for water improvements to serve Cherese Woods Addition, Phase 2. The developer has submitted a revised petition with an increased budget to meet current market conditions.

REVISED PETITIONS

Water Improvements:	<u>Original Budget</u>	<u>Adjusted Budget</u>	<u>New Budget</u>
448-2021-039771 Phase 2	\$39,800	\$17,900	\$57,700

Monarch Landing Commercial Addition (north of 21st, west of 159th Street) (District II) On October 6, 2015, the City Council approved a petition for sewer improvements to serve Monarch Landing Commercial Addition. The developer has submitted a revised petition with an increased budget to meet current market conditions.

REVISED PETITION:

Sanitary Sewer Improvements:	<u>Original Budget</u>	<u>Adjusted Budget</u>	<u>Revised Budget</u>
468-2021-040450	\$34,000	\$10,000	\$44,000

It is recommended that the City Council approve the new and revised petitions and budgets, adopt the new and amending resolutions, and authorize the necessary signatures.

Gary Janzen, P.E.
City Engineer

**PETITION
PHASE 1 WATER IMPROVEMENTS
HARBOR ISLE COMMERCIAL 1ST ADDITION,
WICHITA, SEDGWICK COUNTY, KANSAS**

TO: The Mayor and City Council (the "Governing Body")
City of Wichita, Kansas

1. The undersigned, being the owners of record of more than one-half of the area liable for assessment set forth below for the proposed improvements of the City of Wichita, Kansas (the "City"), do hereby request that said improvements be made in the manner provided by K.S.A. 12-6a01 *et seq.* (the "Act").

(a) The improvements proposed to be made are as follows (the "Improvements"):

Construction of a water distribution system, including necessary water mains, pipes, valves, hydrants, and appurtenances to serve the Improvement District defined below.

The Improvements shall be constructed in accordance with City standards and plans and specifications prepared or approved by the City Engineer.

(b) The estimated or probable cost of the proposed Improvements is \$57,000.00, exclusive of interest on financing and administrative and financing costs; said estimated amount to be increased at the pro rata rate of 1 percent per month from and after the date of submission of this Petition to the City. If expenses have been incurred for the Improvements and construction has not started within two years of the initial design contract, the Improvements will be deemed abandoned and expenses incurred to date will be assessed against property in the Improvement District defined below in accordance with the provisions hereof.

(c) The extent of the proposed improvement district (the "Improvement District") to be assessed for the costs of the proposed Improvements is:

HARBOR ISLE COMMERCIAL 1ST ADDITION

Lot 1, Block A
Lots 1 and 2, Block B

(d) The proposed method of assessment is on a fractional basis as described below:

Lot 1, Block A, shall pay 37/100 of the total cost of the assessments; Lot 1, Block B, shall pay 30/100 of the total cost of the assessments; and Lot 2, Block B, shall pay 33/100 of the total cost of the assessments.

In the event all or part of the lots or parcels in the proposed Improvement District are reconfigured before or after assessments have been levied, the assessments against the replatted area shall be recalculated on a square foot basis.

(e) The proposed apportionment of the cost of the Improvements, between the Improvement District and the City at large, is 100% to be assessed against the Improvement District and 0% to be paid by the City-at-large.

(f) The payment of assessments proposed to be imposed hereunder may be indefinitely deferred against those property owners eligible for deferral pursuant to the City's Special Assessment Deferral Program.

(g) The undersigned acknowledge that property within the proposed Improvement District is subject to benefit fees to be imposed as a result of previously constructed water main improvements that benefit the property within the proposed Improvement District. Such benefit fees shall be imposed pursuant to K.S.A. 12-6a19, in the following manner: \$17,874.00 assessed among all property within the proposed Improvement District on a fractional basis as described below:

Lot 1, Block A, shall pay 37/100 of the total cost of the benefit fees; Lot 1, Block B, shall pay 30/100 of the total cost of the benefit fees; and Lot 2, Block B, shall pay 33/100 of the total cost of the benefit fees.

2. It is further requested that the proposed Improvements be made without notice and hearing as required by the Act.

3. If the Improvements are: (i) abandoned, altered and/or constructed privately, in part or whole, precluding the building of the Improvement under the authority of this Petition and the Act; or (ii) it is necessary for the City to redesign, repair or reconstruct the Improvements after its initial design and/or construction because the design and/or construction does not meet the requirements of City code provisions; any costs incurred by the City as a result of submission of this Petition shall be assessed to property within the proposed Improvement District in accordance with the provisions hereof.

4. Names may not be withdrawn from this Petition by the signers hereof after the Governing Body commences consideration of this Petition, or, later than seven (7) days after the filing hereof, whichever occurs first.

5. The Governing Body is further requested to proceed with adoption of a resolution authorizing the Improvements and establishing the Improvement District in accordance with the Act and the construction of the Improvements in an expeditious manner.

Signature	Dated	Property Owned Within Proposed Improvement District
SOUTH HARBOR, L.L.C. By: <u>Brad C. Bachman</u> Brad C. Bachman, Member	<u>11/10/21</u>	<u>Harbor Isle Commercial 1st Addition</u> Lot 1, Block A Lots 1 and 2, Block B
HARBOR PROPERTIES, L.L.C. By: <u>Brad C. Bachman</u> Brad C. Bachman, Member	<u>11/10/21</u>	

THIS PETITION was filed in my office on 12/14/2021.



[Signature]
Deputy City Clerk

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448-2021-040448

**PETITION
PHASE 2 WATER IMPROVEMENTS
HARBOR ISLE COMMERCIAL 1ST ADDITION,
WICHITA, SEDGWICK COUNTY, KANSAS**

TO: The Mayor and City Council (the "Governing Body")
City of Wichita, Kansas

1. The undersigned, being the owners of record of more than one-half of the area liable for assessment set forth below for the proposed improvements of the City of Wichita, Kansas (the "City"), do hereby request that said improvements be made in the manner provided by K.S.A. 12-6a01 *et seq.* (the "Act").

(a) The improvements proposed to be made are as follows (the "Improvements"):

Construction of a water distribution system, including necessary water mains, pipes, valves, hydrants, and appurtenances to serve the Improvement District defined below.

The Improvements shall be constructed in accordance with City standards and plans and specifications prepared or approved by the City Engineer.

(b) The estimated or probable cost of the proposed Improvements is \$40,000.00, exclusive of interest on financing and administrative and financing costs; said estimated amount to be increased at the pro rata rate of 1 percent per month from and after the date of submission of this Petition to the City. If expenses have been incurred for the Improvements and construction has not started within two years of the initial design contract, the Improvements will be deemed abandoned and expenses incurred to date will be assessed against property in the Improvement District defined below in accordance with the provisions hereof.

(c) The extent of the proposed improvement district (the "Improvement District") to be assessed for the costs of the proposed Improvements is:

HARBOR ISLE COMMERCIAL 1ST ADDITION
Lots 3 and 4, Block B

(d) The proposed method of assessment is on a fractional basis as described below:

Lot 3, Block B, shall pay 62/100 of the total cost of the assessments; and Lot 4, Block B, shall pay 38/100 of the total cost of the assessments.

In the event all or part of the lots or parcels in the proposed Improvement District are reconfigured before or after assessments have been levied, the assessments against the replatted area shall be recalculated on a square foot basis.

(e) The proposed apportionment of the cost of the Improvements, between the Improvement District and the City at large, is 100% to be assessed against the Improvement District and 0% to be paid by the City-at-large.

(f) The payment of assessments proposed to be imposed hereunder may be indefinitely deferred against those property owners eligible for deferral pursuant to the City's Special Assessment Deferral Program.

(g) The undersigned acknowledge that property within the proposed Improvement District is subject to benefit fees to be imposed as a result of previously constructed water main improvements that benefit the property within the proposed Improvement District. Such benefit fees shall be imposed pursuant to K.S.A. 12-6a19, in the following manner: \$26,998.00 assessed among all property within the proposed Improvement District on a fractional basis as described below:

Lot 3, Block B, shall pay 62/100 of the total cost of the benefit fees; Lot 4, Block B, shall pay 38/100 of the total cost of the benefit fees.

2. It is further requested that the proposed Improvements be made without notice and hearing as required by the Act.

3. If the Improvements are: (i) abandoned, altered and/or constructed privately, in part or whole, precluding the building of the Improvement under the authority of this Petition and the Act; or (ii) it is necessary for the City to redesign, repair or reconstruct the Improvements after its initial design and/or construction because the design and/or construction does not meet the requirements of City code provisions; any costs incurred by the City as a result of submission of this Petition shall be assessed to property within the proposed Improvement District in accordance with the provisions hereof.

4. Names may not be withdrawn from this Petition by the signers hereof after the Governing Body commences consideration of this Petition, or, later than seven (7) days after the filing hereof, whichever occurs first.

5. The Governing Body is further requested to proceed with adoption of a resolution authorizing the Improvements and establishing the Improvement District in accordance with the Act and the construction of the Improvements in an expeditious manner.

Signature	Dated	Property Owned Within Proposed Improvement District
SOUTH HARBOR, L.L.C. By: <u>Brad C. Bachman</u> Brad C. Bachman, Member	<u>11 / 10 / 21</u>	<u>Harbor Isle Commercial 1st Addition</u> Lots 3 and 4, Block B
HARBOR PROPERTIES, L.L.C. By: <u>Brad C. Bachman</u> Brad C. Bachman, Member	<u>11 / 10 / 21</u>	

THIS PETITION was filed in my office on 12/14/2021.



[Signature]
 Deputy City Clerk

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448-2021-040449

**PETITION
PHASE 3 WATER IMPROVEMENTS
HARBOR ISLE COMMERCIAL 1ST ADDITION,
WICHITA, SEDGWICK COUNTY, KANSAS**

TO: The Mayor and City Council (the "Governing Body")
City of Wichita, Kansas

1. The undersigned, being the owners of record of more than one-half of the area liable for assessment set forth below for the proposed improvements of the City of Wichita, Kansas (the "City"), do hereby request that said improvements be made in the manner provided by K.S.A. 12-6a01 *et seq.* (the "Act").

(a) The improvements proposed to be made are as follows (the "Improvements"):

Construction of a water distribution system, including necessary water mains, pipes, valves, hydrants, and appurtenances to serve the Improvement District defined below.

The Improvements shall be constructed in accordance with City standards and plans and specifications prepared or approved by the City Engineer.

(b) The estimated or probable cost of the proposed Improvements is \$104,000.00, exclusive of interest on financing and administrative and financing costs; said estimated amount to be increased at the pro rata rate of 1 percent per month from and after the date of submission of this Petition to the City. If expenses have been incurred for the Improvements and construction has not started within two years of the initial design contract, the Improvements will be deemed abandoned and expenses incurred to date will be assessed against property in the Improvement District defined below in accordance with the provisions hereof.

(c) The extent of the proposed improvement district (the "Improvement District") to be assessed for the costs of the proposed Improvements is:

HARBOR ISLE COMMERCIAL 1ST ADDITION

Lots 5 and 6, Block B

Lots 1 and 2, Block C

(d) The proposed method of assessment is on a fractional basis as described below:

Lots 5, Block B, shall pay 18/100 of the total cost of the assessments; Lot 6, Block B, shall pay 38/100 of the total cost of the assessments; Lot 1, Block C, shall pay 13/100 of the total cost of the assessments; and Lot 2, Block C, shall pay 31/100 of the total cost of the assessments.

In the event all or part of the lots or parcels in the proposed Improvement District are reconfigured before or after assessments have been levied, the assessments against the replatted area shall be recalculated on a square foot basis.

(e) The proposed apportionment of the cost of the Improvements, between the Improvement District and the City at large, is 100% to be assessed against the Improvement District and 0% to be paid by the City-at-large.

(f) The payment of assessments proposed to be imposed hereunder may be indefinitely deferred against those property owners eligible for deferral pursuant to the City's Special Assessment Deferral Program.

(g) The undersigned acknowledge that property within the proposed Improvement District is subject to benefit fees to be imposed as a result of previously constructed water main improvements that benefit the property within the proposed Improvement District. Such benefit fees shall be imposed pursuant to K.S.A. 12-6a19, in the following manner: \$35,583.00 assessed among all property within the proposed Improvement District on a fractional basis as described below:

Lots 5, Block B, shall pay 18/100 of the total cost of the benefit fees; Lot 6, Block B, shall pay 38/100 of the total cost of the benefit fees; Lot 1, Block C, shall pay 13/100 of the total cost of the benefit fees; and Lot 2, Block C, shall pay 31/100 of the total cost of the benefit fees.

2. It is further requested that the proposed Improvements be made without notice and hearing as required by the Act.

3. If the Improvements are: (i) abandoned, altered and/or constructed privately, in part or whole, precluding the building of the Improvement under the authority of this Petition and the Act; or (ii) it is necessary for the City to redesign, repair or reconstruct the Improvements after its initial design and/or construction because the design and/or construction does not meet the requirements of City code provisions; any costs incurred by the City as a result of submission of this Petition shall be assessed to property within the proposed Improvement District in accordance with the provisions hereof.

4. Names may not be withdrawn from this Petition by the signers hereof after the Governing Body commences consideration of this Petition, or, later than seven (7) days after the filing hereof, whichever occurs first.

5. The Governing Body is further requested to proceed with adoption of a resolution authorizing the Improvements and establishing the Improvement District in accordance with the Act and the construction of the Improvements in an expeditious manner.

Signature	Dated	Property Owned Within Proposed Improvement District
SOUTH HARBOR, L.L.C. By: <u>Brad C. Bachman</u> Brad C. Bachman, Member	<u>11/10/21</u>	<u>Harbor Isle Commercial 1st Addition</u> Lots 5 and 6, Block B Lots 1 and 2, Block C
HARBOR PROPERTIES, L.L.C. By: <u>Brad C. Bachman</u> Brad C. Bachman, Member	<u>11/10/21</u>	

THIS PETITION was filed in my office on 12/14/2021.



[Signature]
Deputy City Clerk

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468-2021-040441

PETITION
PHASE 1 SANITARY SEWER IMPROVEMENTS
HARBOR ISLE COMMERCIAL 1ST ADDITION AND
HARBOR ISLE SOUTH ADDITION
WICHITA, SEDGWICK COUNTY, KANSAS

TO: The Mayor and City Council (the "Governing Body")
City of Wichita, Kansas

1. The undersigned, being the owners of record of more than one-half of the area liable for assessment set forth below for the proposed improvements of the City of Wichita, Kansas (the "City"), do hereby request that said improvements be made in the manner provided by K.S.A. 12-6a01 *et seq.* (the "Act").

(a) The improvements proposed to be made are as follows (the "Improvements"):

Construction of a lateral sanitary sewer, including necessary sewer mains and appurtenances to serve the Improvement District defined below.

The Improvements shall be constructed in accordance with City standards and plans and specifications prepared or approved by the City Engineer.

(b) The estimated or probable cost of the proposed Improvements is \$298,000.00, exclusive of interest on financing and administrative and financing costs; said estimated amount to be increased at the pro rata rate of 1 percent per month from and after the date of submission of this Petition to the City. If expenses have been incurred for the Improvements and construction has not started within two years of the initial design contract, the Improvements will be deemed abandoned and expenses incurred to date will be assessed against property in the Improvement District defined below in accordance with the provisions hereof.

(c) The extent of the proposed improvement district (the "Improvement District") to be assessed for the costs of the proposed Improvements is:

HARBOR ISLE COMMERCIAL 1ST ADDITION

Lot 1, Block A
Lots 1 and 2, Block B

HARBOR ISLE SOUTH ADDITION

Lot 1, Block 1

HARBOR ISLE COMMERCIAL 2ND ADDITION

Lots 1 through 3, Block A
Lots 1 and 2, Block B

(d) The proposed method of assessment is on a fractional basis as set forth below:

Lot 1, Block A, Harbor Isle Commercial 1st Addition, shall pay 110/1,000 of the total cost of the assessments; Lot 1, Block B, Harbor Isle Commercial 1st Addition, shall pay 90/1,000

of the total cost of the assessments; Lot 2, Block B, Harbor Isle Commercial 1st Addition, shall pay 100/1,000 of the total cost of the assessments; Lot 1, Block 1, Harbor Isle South Addition, shall pay 200/1,000 of the total cost of the assessments; Lot 1, Block A, Harbor Isle Commercial 2nd Addition, shall pay 50/1,000 of the total cost of the assessments; Lot 2, Block A, Harbor Isle Commercial 2nd Addition, shall pay 135/1,000 of the total cost of the assessments; Lot 3, Block A, Harbor Isle Commercial 2nd Addition, shall pay 175/1,000 of the total cost of the assessments; and Lots 1 and 2, Block B, Harbor Isle Commercial 2nd Addition, shall each pay 70/1,000 of the total cost of the assessments.

In the event all or part of the lots or parcels in the proposed Improvement District are reconfigured before or after assessments have been levied, the assessments against the replatted area shall be recalculated on a square foot basis.

(e) The proposed apportionment of the cost of the Improvements, between the Improvement District and the City at large, is 100% to be assessed against the Improvement District and 0% to be paid by the City-at-large.

(f) The payment of assessments proposed to be imposed hereunder may be indefinitely deferred against those property owners eligible for deferral pursuant to the City's Special Assessment Deferral Program.

(g) The undersigned acknowledge that property within the proposed Improvement District is subject to benefit fees to be imposed as a result of previously constructed sewer main improvements that benefit the property within the proposed Improvement District. Such benefit fees shall be imposed pursuant to K.S.A. 12-6a19, in the following manner: \$ 42,257.00, assessed among all property within the proposed Improvement District, on a fractional basis as described below:

Lot 1, Block A, Harbor Isle Commercial 1st Addition, shall pay 22/100 of the total cost of the benefit fees; Lot 1, Block B, Harbor Isle Commercial 1st Addition, shall pay 18/100 of the total cost of the benefit fees; Lot 2, Block B, Harbor Isle Commercial 1st Addition, shall pay 20/100 of the total cost of the benefit fees; and Lot 1, Block 1, Harbor Isle South Addition, shall pay 40/100 of the total cost of the benefit fees.

Lots 1 through 3, Block A, and Lots 1 and 2, Block B, Harbor Isle Commercial 2nd Addition, were a part of a benefit district for sanitary sewer improvements by Petition submitted with the plat of Harbor Isle Commercial 2nd Addition, and therefore, are not subject to benefit fees incurred by this petition.

2. It is further requested that the proposed Improvements be made without notice and hearing as required by the Act.

3. If the Improvements are: (i) abandoned, altered and/or constructed privately, in part or whole, precluding the building of the Improvement under the authority of this Petition and the Act; or (ii) it is necessary for the City to redesign, repair or reconstruct the Improvements after its initial design and/or construction because the design and/or construction does not meet the requirements of City code provisions; any costs incurred by the City as a result of submission of this Petition shall be assessed to property within the proposed Improvement District in accordance with the provisions hereof.

4. Names may not be withdrawn from this Petition by the signers hereof after the Governing Body commences consideration of this Petition, or, later than seven (7) days after the filing hereof, whichever occurs first.

5. The Governing Body is further requested to proceed with adoption of a resolution authorizing the Improvements and establishing the Improvement District in accordance with the Act and the construction of the Improvements in an expeditious manner.

Signature	Dated	Property Owned Within Proposed Improvement District
<p>SOUTH HARBOR, L.L.C.</p> <p>By: <u>Brad C. Bachman</u> 11 / 10 / 21</p> <p>Brad C. Bachman, Member</p>		<p><u>Harbor Isle Commercial 1st Addition</u></p> <p>Lot 1, Block A</p> <p>Lots 1 and 2, Block B</p>
<p>HARBOR PROPERTIES, L.L.C.</p> <p>By: <u>Brad C. Bachman</u> 11 / 10 / 21</p> <p>Brad C. Bachman, Member</p>		<p><u>Harbor Isle South Addition</u></p> <p>Lot 1, Block 1</p>
<p>BROADMOOR ONE, LLC</p> <p>By: Circle C, L.P., Manager</p> <p>By: Louise a Caro 2012 Irrevocable Family Trust, Manager</p>		<p><u>Harbor Isle Commercial 2nd Addition</u></p> <p>Lots 1 through 3, Block A</p> <p>Lots 1 and 2, Block B</p>
<p>By: _____</p> <p>Alfred A. Caro, Trustee</p>	<p>____ / ____ / ____</p>	

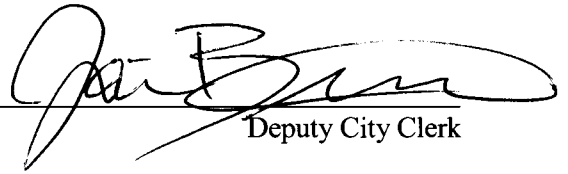
4. Names may not be withdrawn from this Petition by the signers hereof after the Governing Body commences consideration of this Petition, or, later than seven (7) days after the filing hereof, whichever occurs first.

5. The Governing Body is further requested to proceed with adoption of a resolution authorizing the Improvements and establishing the Improvement District in accordance with the Act and the construction of the Improvements in an expeditious manner.

Signature	Dated	Property Owned Within Proposed Improvement District
SOUTH HARBOR, L.L.C. By: _____ Brad C. Bachman, Member	____/____/____	<u>Harbor Isle Commercial 1st Addition</u> Lot 1, Block A Lots 1 and 2, Block B <u>Harbor Isle South Addition</u> Lot 1, Block 1
HARBOR PROPERTIES, L.L.C. By: _____ Brad C. Bachman, Member	____/____/____	
BROADMOOR ONE, LLC By: Circle C, L.P., Manager By: Louise a Caro 2012 Irrevocable Family Trust, Manager		<u>Harbor Isle Commercial 2nd Addition</u> Lots 1 through 3, Block A Lots 1 and 2, Block B
By: <u>Alfred A. Caro</u> Alfred A. Caro, Trustee	<u>12/2/21</u>	

THIS PETITION was filed in my office on 12/14/2021.




Deputy City Clerk

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468-2021-040443

**PETITION
PHASE 2 SANITARY SEWER IMPROVEMENTS
HARBOR ISLE COMMERCIAL 1ST ADDITION,
WICHITA, SEDGWICK COUNTY, KANSAS**

TO: The Mayor and City Council (the "Governing Body")
City of Wichita, Kansas

1. The undersigned, being the owners of record of more than one-half of the area liable for assessment set forth below for the proposed improvements of the City of Wichita, Kansas (the "City"), do hereby request that said improvements be made in the manner provided by K.S.A. 12-6a01 *et seq.* (the "Act").

(a) The improvements proposed to be made are as follows (the "Improvements"):

Construction of a lateral sanitary sewer, including necessary sewer mains and appurtenances to serve the Improvement District defined below.

The Improvements shall be constructed in accordance with City standards and plans and specifications prepared or approved by the City Engineer.

(b) The estimated or probable cost of the proposed Improvements is \$201,000.00, exclusive of interest on financing and administrative and financing costs; said estimated amount to be increased at the pro rata rate of 1 percent per month from and after the date of submission of this Petition to the City. If expenses have been incurred for the Improvements and construction has not started within two years of the initial design contract, the Improvements will be deemed abandoned and expenses incurred to date will be assessed against property in the Improvement District defined below in accordance with the provisions hereof.

(c) The extent of the proposed improvement district (the "Improvement District") to be assessed for the costs of the proposed Improvements is:

HARBOR ISLE COMMERCIAL 1ST ADDITION

Lots 3 and 4, Block B

Lot 1, Block C

(d) The proposed method of assessment is on a fractional basis as set forth below:

Lot 3, Block B, shall pay 53/100 of the total cost of the assessments; Lot 4, Block B, shall pay 32/100 of the total cost of the assessments; and Lot 1, Block C, shall pay 15/100 of the total cost of the assessments.

In the event all or part of the lots or parcels in the proposed Improvement District are reconfigured before or after assessments have been levied, the assessments against the replatted area shall be recalculated on a square foot basis.

(e) The proposed apportionment of the cost of the Improvements, between the Improvement District and the City at large, is 100% to be assessed against the Improvement District and 0% to be paid by the City-at-large.

(f) The payment of assessments proposed to be imposed hereunder may be indefinitely deferred against those property owners eligible for deferral pursuant to the City's Special Assessment Deferral Program.

(g) The undersigned acknowledge that property within the proposed Improvement District is subject to benefit fees to be imposed as a result of previously constructed sewer main improvements that benefit the property within the proposed Improvement District. Such benefit fees shall be imposed pursuant to K.S.A. 12-6a19, in the following manner: \$ 44,647.00, assessed among all property within the proposed Improvement District, on a fractional basis as described below:

Lot 3, Block B, shall pay 53/100 of the total cost of the benefit fees; Lot 4, Block B, shall pay 32/100 of the total cost of the benefit fees; and Lot 1, Block C, shall pay 15/100 of the total cost of the benefit fees.

2. It is further requested that the proposed Improvements be made without notice and hearing as required by the Act.

3. If the Improvements are: (i) abandoned, altered and/or constructed privately, in part or whole, precluding the building of the Improvement under the authority of this Petition and the Act; or (ii) it is necessary for the City to redesign, repair or reconstruct the Improvements after its initial design and/or construction because the design and/or construction does not meet the requirements of City code provisions; any costs incurred by the City as a result of submission of this Petition shall be assessed to property within the proposed Improvement District in accordance with the provisions hereof.

4. Names may not be withdrawn from this Petition by the signers hereof after the Governing Body commences consideration of this Petition, or, later than seven (7) days after the filing hereof, whichever occurs first.

5. The Governing Body is further requested to proceed with adoption of a resolution authorizing the Improvements and establishing the Improvement District in accordance with the Act and the construction of the Improvements in an expeditious manner.

Signature	Dated	Property Owned Within Proposed Improvement District
SOUTH HARBOR, L.L.C. By: <u>Brad C. Bachman</u> Brad C. Bachman, Member	<u>11/10/21</u>	<u>Harbor Isle Commercial 1st Addition</u> Lots 3 and 4, Block B Lot 1, Block C
HARBOR PROPERTIES, L.L.C. By: <u>Brad C. Bachman</u> Brad C. Bachman, Member	<u>11/10/21</u>	

THIS PETITION was filed in my office on 12/14/2021.



Janet Brown
Deputy City Clerk

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468-2021-040446

**PETITION
PHASE 3 SANITARY SEWER IMPROVEMENTS
HARBOR ISLE COMMERCIAL 1ST ADDITION,
WICHITA, SEDGWICK COUNTY, KANSAS**

TO: The Mayor and City Council (the "Governing Body")
City of Wichita, Kansas

1. The undersigned, being the owners of record of more than one-half of the area liable for assessment set forth below for the proposed improvements of the City of Wichita, Kansas (the "City"), do hereby request that said improvements be made in the manner provided by K.S.A. 12-6a01 *et seq.* (the "Act").

(a) The improvements proposed to be made are as follows (the "Improvements"):

Construction of a lateral sanitary sewer, including necessary sewer mains and appurtenances to serve the Improvement District defined below.

The Improvements shall be constructed in accordance with City standards and plans and specifications prepared or approved by the City Engineer.

(b) The estimated or probable cost of the proposed Improvements is \$273,000.00, exclusive of interest on financing and administrative and financing costs; said estimated amount to be increased at the pro rata rate of 1 percent per month from and after the date of submission of this Petition to the City. If expenses have been incurred for the Improvements and construction has not started within two years of the initial design contract, the Improvements will be deemed abandoned and expenses incurred to date will be assessed against property in the Improvement District defined below in accordance with the provisions hereof.

(c) The extent of the proposed improvement district (the "Improvement District") to be assessed for the costs of the proposed Improvements is:

HARBOR ISLE COMMERCIAL 1ST ADDITION

Lots 5 and 6, Block B

Lot 2, Block C

(d) The proposed method of assessment is on a fractional basis as set forth below:

Lot 5, Block B, shall pay 21/100 of the total cost of the assessments, Lot 6, Block B, shall pay 44/100 of the total cost of the assessments; and Lot 2, Block C, shall pay 35/100 of the total cost of the assessments.

In the event all or part of the lots or parcels in the proposed Improvement District are reconfigured before or after assessments have been levied, the assessments against the replatted area shall be recalculated on a square foot basis.

(e) The proposed apportionment of the cost of the Improvements, between the Improvement District and the City at large, is 100% to be assessed against the Improvement District and 0% to be paid by the City-at-large.

(f) The payment of assessments proposed to be imposed hereunder may be indefinitely deferred against those property owners eligible for deferral pursuant to the City's Special Assessment Deferral Program.

(g) The undersigned acknowledge that property within the proposed Improvement District is subject to benefit fees to be imposed as a result of previously constructed sewer main improvements that benefit the property within the proposed Improvement District. Such benefit fees shall be imposed pursuant to K.S.A. 12-6a19, in the following manner: \$ 43,536.00, assessed among all property within the proposed Improvement District, on a fractional basis as described below:

Lots 5, Block B, shall pay 21/100 of the total cost of the benefit fees; Lot 6, Block B, shall pay 44/100 of the total cost of the benefit fees; and Lot 2, Block C, shall pay 35/100 of the total cost of the benefit fees.

2. It is further requested that the proposed Improvements be made without notice and hearing as required by the Act.

3. If the Improvements are: (i) abandoned, altered and/or constructed privately, in part or whole, precluding the building of the Improvement under the authority of this Petition and the Act; or (ii) it is necessary for the City to redesign, repair or reconstruct the Improvements after its initial design and/or construction because the design and/or construction does not meet the requirements of City code provisions; any costs incurred by the City as a result of submission of this Petition shall be assessed to property within the proposed Improvement District in accordance with the provisions hereof.

4. Names may not be withdrawn from this Petition by the signers hereof after the Governing Body commences consideration of this Petition, or, later than seven (7) days after the filing hereof, whichever occurs first.

5. The Governing Body is further requested to proceed with adoption of a resolution authorizing the Improvements and establishing the Improvement District in accordance with the Act and the construction of the Improvements in an expeditious manner.

Signature	Dated	Property Owned Within Proposed Improvement District
SOUTH HARBOR, L.L.C. By: <u>Brad C. Bachman</u> Brad C. Bachman, Member	<u>11/10/21</u>	<u>Harbor Isle Commercial 1st Addition</u> Lots 5 and 6, Block B Lot 2, Block C
HARBOR PROPERTIES, L.L.C. By: <u>Brad C. Bachman</u> Brad C. Bachman, Member	<u>11/10/21</u>	

THIS PETITION was filed in my office on 12/14/2021.



[Signature]
 Deputy City Clerk

**PETITION
PHASE 1 PAVING IMPROVEMENTS
W. DOCKSIDE ST (FROM 40TH TO EAST LINE OF LOT 4, BLOCK B)
HARBOR ISLE COMMERCIAL 1ST ADDITION,
WICHITA, SEDGWICK COUNTY, KANSAS**

TO: The Mayor and City Council (the "Governing Body")
City of Wichita, Kansas

1. The undersigned, being the owners of record of more than one-half of the area liable for assessment set forth below for the proposed improvements of the City of Wichita, Kansas (the "City"), do hereby request that said improvements be made in the manner provided by K.S.A. 12-6a01 *et seq.* (the "Act").

(a) The improvements proposed to be made are as follows (the "Improvements"):

Construction of pavement on W Dockside St, from the north line of W 40th St N, east and northeasterly to the east line of Lot 4, Block B, with drainage to be installed where necessary.

That said pavement between aforesaid limits be constructed for a width of thirty-six (36) feet from the gutter line to the gutter line, and each gutter to be two (2) feet in width, making a total roadway width of forty (40) feet, with drainage to be installed where necessary.

Construction of sidewalk on one side of W. Dockside St with plans and specifications to be furnished by the City Engineer of the City of Wichita, Kansas.

The Improvements shall be constructed in accordance with City standards and plans and specifications prepared or approved by the City Engineer.

(b) The estimated or probable cost of the proposed Improvements is \$451,000.00, exclusive of interest on financing and administrative and financing costs; said estimated amount to be increased at the pro rata rate of 1 percent per month from and after the date of submission of this Petition to the City. If expenses have been incurred for the Improvements and construction has not started within two years of the initial design contract, the Improvements will be deemed abandoned and expenses incurred to date will be assessed against property in the Improvement District defined below in accordance with the provisions hereof.

(c) The extent of the proposed improvement district (the "Improvement District") to be assessed for the costs of the proposed Improvements is:

HARBOR ISLE COMMERCIAL 1ST ADDITION
Lots 3 and 4, Block B

(d) The proposed method of assessment is on a fractional basis as described below:

Lot 3, Block B, shall pay 62/100 of the total cost of the assessments; Lot 4, Block B, shall pay 38/100 of the total cost of the assessments.

In the event that the driveway approaches and curb cuts are not included within the scope of the Improvements and the estimated cost thereof as set forth in subsection (b) above, the costs of such driveway approaches and curb cuts so constructed shall be directly assessed to the property benefitted thereby in addition to the assessments levied for the Improvements.

In the event all or part of the lots or parcels in the proposed Improvement District are reconfigured before or after assessments have been levied, the assessments against the replatted area shall be recalculated on a square foot basis.

(e) The proposed apportionment of the cost of the Improvements, between the Improvement District and the City at large, is 100% to be assessed against the Improvement District and 0% to be paid by the City-at-large.

(f) The payment of assessments proposed to be imposed hereunder may be indefinitely deferred against those property owners eligible for deferral pursuant to the City's Special Assessment Deferral Program.

2. It is further requested that the proposed Improvements be made without notice and hearing as required by the Act.

3. If the Improvements are: (i) abandoned, altered and/or constructed privately, in part or whole, precluding the building of the Improvement under the authority of this Petition and the Act; or (ii) it is necessary for the City to redesign, repair or reconstruct the Improvements after its initial design and/or construction because the design and/or construction does not meet the requirements of City code provisions; any costs incurred by the City as a result of submission of this Petition shall be assessed to property within the proposed Improvement District in accordance with the provisions hereof.

4. Names may not be withdrawn from this Petition by the signers hereof after the Governing Body commences consideration of this Petition, or, later than seven (7) days after the filing hereof, whichever occurs first.

5. The Governing Body is further requested to proceed with adoption of a resolution authorizing the Improvements and establishing the Improvement District in accordance with the Act and the construction of the Improvements in an expeditious manner.

Signature	Dated	Property Owned Within Proposed Improvement District
SOUTH HARBOR, L.L.C.		<u>Harbor Isle Commercial 1st Addition</u> Lots 3 and 4, Block B
By: <u>Brad C. Bachman</u> Brad C. Bachman, Member	<u>11/10/21</u>	
HARBOR PROPERTIES, L.L.C.		
By: <u>Brad C. Bachman</u> Brad C. Bachman, Member	<u>11/10/21</u>	

THIS PETITION was filed in my office on 12/14/2021.



[Signature]
Deputy City Clerk

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472-2021-085762

**PETITION
PHASE 2 PAVING IMPROVEMENTS
W. DOCKSIDE ST (FROM EAST LINE OF LOT 4, BLOCK B to EAST LINE OF PLAT)
HARBOR ISLE COMMERCIAL 1ST ADDITION,
WICHITA, SEDGWICK COUNTY, KANSAS**

TO: The Mayor and City Council (the "Governing Body")
City of Wichita, Kansas

1. The undersigned, being the owners of record of more than one-half of the area liable for assessment set forth below for the proposed improvements of the City of Wichita, Kansas (the "City"), do hereby request that said improvements be made in the manner provided by K.S.A. 12-6a01 *et seq.* (the "Act").

(a) The improvements proposed to be made are as follows (the "Improvements"):

Construction of pavement on W Dockside St, from the east line of Lot 4, Block B, north and east to the east line of the plat, with drainage to be installed where necessary.

That said pavement between aforesaid limits be constructed for a width of thirty-six (36) feet from the gutter line to the gutter line, and each gutter to be two (2) feet in width, making a total roadway width of forty (40) feet, with drainage to be installed where necessary.

Construction of sidewalk on one side of W. Dockside St with plans and specifications to be furnished by the City Engineer of the City of Wichita, Kansas.

The Improvements shall be constructed in accordance with City standards and plans and specifications prepared or approved by the City Engineer.

(b) The estimated or probable cost of the proposed Improvements is \$417,000.00, exclusive of interest on financing and administrative and financing costs; said estimated amount to be increased at the pro rata rate of 1 percent per month from and after the date of submission of this Petition to the City. If expenses have been incurred for the Improvements and construction has not started within two years of the initial design contract, the Improvements will be deemed abandoned and expenses incurred to date will be assessed against property in the Improvement District defined below in accordance with the provisions hereof.

(c) The extent of the proposed improvement district (the "Improvement District") to be assessed for the costs of the proposed Improvements is:

HARBOR ISLE COMMERCIAL 1ST ADDITION
Lots 5 and 6, Block B
Lots 1 and 2, Block C

(d) The proposed method of assessment is on a fractional basis as described below:

Lots 5, Block B, shall pay 18/100 of the total cost of the assessments; Lot 6, Block B, shall pay 38/100 of the total cost of the assessments; Lot 1, Block C, shall pay 13/100 of the total cost of the assessments; and Lot 2, Block C, shall pay 31/100 of the total cost of the assessments.

In the event that the driveway approaches and curb cuts are not included within the scope of the Improvements and the estimated cost thereof as set forth in subsection (b) above, the costs of such driveway approaches and curb cuts so constructed shall be directly assessed to the property benefitted thereby in addition to the assessments levied for the Improvements.

In the event all or part of the lots or parcels in the proposed Improvement District are reconfigured before or after assessments have been levied, the assessments against the replatted area shall be recalculated on a square foot basis.

(e) The proposed apportionment of the cost of the Improvements, between the Improvement District and the City at large, is 100% to be assessed against the Improvement District and 0% to be paid by the City-at-large.

(f) The payment of assessments proposed to be imposed hereunder may be indefinitely deferred against those property owners eligible for deferral pursuant to the City's Special Assessment Deferral Program.

2. It is further requested that the proposed Improvements be made without notice and hearing as required by the Act.

3. If the Improvements are: (i) abandoned, altered and/or constructed privately, in part or whole, precluding the building of the Improvement under the authority of this Petition and the Act; or (ii) it is necessary for the City to redesign, repair or reconstruct the Improvements after its initial design and/or construction because the design and/or construction does not meet the requirements of City code provisions; any costs incurred by the City as a result of submission of this Petition shall be assessed to property within the proposed Improvement District in accordance with the provisions hereof.

4. Names may not be withdrawn from this Petition by the signers hereof after the Governing Body commences consideration of this Petition, or, later than seven (7) days after the filing hereof, whichever occurs first.

5. The Governing Body is further requested to proceed with adoption of a resolution authorizing the Improvements and establishing the Improvement District in accordance with the Act and the construction of the Improvements in an expeditious manner.

Signature	Dated	Property Owned Within Proposed Improvement District
SOUTH HARBOR, L.L.C. By: <u>Brad C. Bachman</u> Brad C. Bachman, Member	<u>11/10/21</u>	<u>Harbor Isle Commercial 1st Addition</u> Lots 5 and 6, Block B Lots 1 and 2, Block C
HARBOR PROPERTIES, L.L.C. By: <u>Brad C. Bachman</u> Brad C. Bachman, Member	<u>11/10/21</u>	

THIS PETITION was filed in my office on 12/14/2021.



[Signature]
Deputy City Clerk

(Published in the *Wichita Eagle*, on December 31, 2021)

RESOLUTION NO. 21-453

A RESOLUTION DETERMINING THE ADVISABILITY OF THE MAKING OF CERTAIN INTERNAL IMPROVEMENTS IN THE CITY OF WICHITA, KANSAS; MAKING CERTAIN FINDINGS WITH RESPECT THERETO; AND AUTHORIZING AND PROVIDING FOR THE MAKING OF THE IMPROVEMENTS IN ACCORDANCE WITH SUCH FINDINGS (PHASE 1 WATER IMPROVEMENTS – HARBOR ISLE COMMERCIAL 1ST ADDITION) (448-2021-040447).

WHEREAS, a petition (the “Petition”) was filed with the City Clerk of the City of Wichita, Kansas (the “City”) proposing certain internal improvements; and said Petition sets forth: (a) the general nature of the proposed improvements; (b) the estimated or probable cost of the proposed improvements; (c) the extent of the proposed improvement district to be assessed for the cost of the proposed improvements; (d) the proposed method of assessment; (e) the proposed apportionment of the cost between the improvement district and the City at large; and (f) a request that such improvements be made without notice and hearing as required by K.S.A. 12-6a01 *et seq.* (the “Act”); and

WHEREAS, K.S.A. 12-6a19 provides that whenever the construction of any water, stormwater, sanitary sewer or arterial street improvement is initiated by petition pursuant to the Act, the City may require the imposition of a benefit fee on property which is benefitted by such improvements but was not included within the original improvement district established for the levy of special assessments for such improvements; and

WHEREAS, the Petition contains a request that the City create an area for which benefit fees will be imposed pursuant to K.S.A. 12-6a19; and

WHEREAS, the City Council (the “Governing Body”) of the City hereby finds and determines that said Petition was signed by **the owners of record of more than one-half of the area** liable for assessment for the proposed improvements, and is therefore sufficient in accordance with the provisions of the Act.

THEREFORE, BE IT RESOLVED BY THE GOVERNING BODY OF THE CITY OF WICHITA, KANSAS:

Section 1. Findings of Advisability. The Governing Body hereby finds and determines that:

(a) The improvements proposed to be made are as follows (the “Improvements”):

Construction of a water distribution system, including necessary water mains, pipes, valves, hydrants, and appurtenances to serve the Improvement District defined below.

(b) The estimated or probable cost of the proposed Improvements is **\$57,000.00**, exclusive of interest on financing and administrative and financing costs; said estimated amount to be increased at the pro rata rate of 1 percent per month from and after the date of submission of the Petition to the City. If expenses have been incurred for the Improvements and construction has not started within two years of the initial design contract, the Improvements will be deemed abandoned and expenses incurred to date will be assessed against property in the Improvement District defined below in accordance with the provisions hereof.

(c) The extent of the proposed improvement district (the “Improvement District”) to be assessed for the costs of the proposed Improvements is:

HARBOR ISLE COMMERCIAL 1ST ADDITION

**Lot 1, Block A
Lots 1 and 2, Block B**

(d) The proposed method of assessment is **on a fractional basis as described below:**

Lot 1, Block A, shall pay 37/100 of the total cost of the assessments; Lot 1, Block B, shall pay 30/100 of the total cost of the assessments; and Lot 2, Block B, shall pay 33/100 of the total cost of the assessments.

In the event all or part of the lots or parcels in the proposed Improvement District are reconfigured before or after assessments have been levied, the assessments against the replatted area shall be recalculated on a square foot basis.

(e) The apportionment of the cost of the Improvements, between the Improvement District and the City at large, is: **100%** to be assessed against the Improvement District and **0%** to be paid by the City-at-large.

(f) The payment of assessments to be imposed hereunder may be indefinitely deferred against those property owners eligible for deferral pursuant to the City's Special Assessment Deferral Program.

(g) The property within the proposed Improvement District is subject to benefit fees to be imposed as a result of previously constructed **water main** improvements that benefit the property within the proposed Improvement District. Such benefit fees shall be imposed pursuant to K.S.A. 12-6a19, in the following manner: **\$17,874.00 assessed among all property within the proposed Improvement District on a fractional basis as described below:**

Lot 1, Block A, shall pay 37/100 of the total cost of the benefit fees; Lot 1, Block B, shall pay 30/100 of the total cost of the benefit fees; and Lot 2, Block B, shall pay 33/100 of the total cost of the benefit fees.

Section 2. Authorization of Improvements. The Improvements are hereby authorized and ordered to be made in accordance with the findings of the Governing Body as set forth in **Section 1** of this Resolution.

Section 3. Plans and Specifications. The City Engineer shall prepare plans and specifications for said Improvements and a preliminary estimate of cost therefore, which plans, specifications and estimate shall be presented to the Governing Body for its approval.

Section 4. Bond Authority; Reimbursement. The Act provides for the Improvements to be paid by the issuance of general obligation bonds or special obligation bonds of the City (the "Bonds"). The Bonds may be issued to reimburse expenditures made on or after the date which is 60 days before the date of this Resolution, pursuant to Treasury Regulation § 1.150-2.

Section 5. Effective Date. This Resolution shall be effective upon adoption. This Resolution shall be published one time in the official City newspaper, and shall also be filed of record in the office of the Register of Deeds of Sedgwick County, Kansas.

ADOPTED by the City Council of the City of Wichita, Kansas, on December 28, 2021.

(SEAL)

Brandon J. Whipple, Mayor

ATTEST:

Karen Sublett, City Clerk

APPROVED AS TO FORM:

Jennifer Magaña, City Attorney and Director of Law

(Published in the *Wichita Eagle*, on December 31, 2021)

RESOLUTION NO. 21-454

A RESOLUTION DETERMINING THE ADVISABILITY OF THE MAKING OF CERTAIN INTERNAL IMPROVEMENTS IN THE CITY OF WICHITA, KANSAS; MAKING CERTAIN FINDINGS WITH RESPECT THERETO; AND AUTHORIZING AND PROVIDING FOR THE MAKING OF THE IMPROVEMENTS IN ACCORDANCE WITH SUCH FINDINGS (PHASE 2 WATER IMPROVEMENTS – HARBOR ISLE COMMERCIAL 1ST ADDITION) (448-2021-040448).

WHEREAS, a petition (the “Petition”) was filed with the City Clerk of the City of Wichita, Kansas (the “City”) proposing certain internal improvements; and said Petition sets forth: (a) the general nature of the proposed improvements; (b) the estimated or probable cost of the proposed improvements; (c) the extent of the proposed improvement district to be assessed for the cost of the proposed improvements; (d) the proposed method of assessment; (e) the proposed apportionment of the cost between the improvement district and the City at large; and (f) a request that such improvements be made without notice and hearing as required by K.S.A. 12-6a01 *et seq.* (the “Act”); and

WHEREAS, K.S.A. 12-6a19 provides that whenever the construction of any water, stormwater, sanitary sewer or arterial street improvement is initiated by petition pursuant to the Act, the City may require the imposition of a benefit fee on property which is benefitted by such improvements but was not included within the original improvement district established for the levy of special assessments for such improvements; and

WHEREAS, the Petition contains a request that the City create an area for which benefit fees will be imposed pursuant to K.S.A. 12-6a19; and

WHEREAS, the City Council (the “Governing Body”) of the City hereby finds and determines that said Petition was signed by **the owners of record of more than one-half of the area** liable for assessment for the proposed improvements, and is therefore sufficient in accordance with the provisions of the Act.

THEREFORE, BE IT RESOLVED BY THE GOVERNING BODY OF THE CITY OF WICHITA, KANSAS:

Section 1. Findings of Advisability. The Governing Body hereby finds and determines that:

(a) The improvements proposed to be made are as follows (the “Improvements”):

Construction of a water distribution system, including necessary water mains, pipes, valves, hydrants, and appurtenances to serve the Improvement District defined below.

(b) The estimated or probable cost of the proposed Improvements is **\$40,000.00**, exclusive of interest on financing and administrative and financing costs; said estimated amount to be increased at the pro rata rate of 1 percent per month from and after the date of submission of the Petition to the City. If expenses have been incurred for the Improvements and construction has not started within two years of the initial design contract, the Improvements will be deemed abandoned and expenses incurred to date will be assessed against property in the Improvement District defined below in accordance with the provisions hereof.

(c) The extent of the proposed improvement district (the “Improvement District”) to be assessed for the costs of the proposed Improvements is:

HARBOR ISLE COMMERCIAL 1ST ADDITION
Lots 3 and 4, Block B

(d) The proposed method of assessment is **on a fractional basis as described below:**

Lot 3, Block B, shall pay 62/100 of the total cost of the assessments; Lot 4, Block B, shall pay 38/100 of the total cost of the assessments.

In the event all or part of the lots or parcels in the proposed Improvement District are reconfigured before or after assessments have been levied, the assessments against the replatted area shall be recalculated on a square foot basis.

(e) The apportionment of the cost of the Improvements, between the Improvement District and the City at large, is: **100%** to be assessed against the Improvement District and **0%** to be paid by the City-at-large.

(f) The payment of assessments to be imposed hereunder may be indefinitely deferred against those property owners eligible for deferral pursuant to the City's Special Assessment Deferral Program.

(g) The property within the proposed Improvement District is subject to benefit fees to be imposed as a result of previously constructed **water main** improvements that benefit the property within the proposed Improvement District. Such benefit fees shall be imposed pursuant to K.S.A. 12-6a19, in the following manner: **\$26,998.00 assessed among all property within the proposed Improvement District on a fractional basis as described below:**

Lot 3, Block B, shall pay 62/100 of the total cost of the benefit fees; Lot 4, Block B, shall pay 38/100 of the total cost of the benefit fees.

Section 2. Authorization of Improvements. The Improvements are hereby authorized and ordered to be made in accordance with the findings of the Governing Body as set forth in **Section 1** of this Resolution.

Section 3. Plans and Specifications. The City Engineer shall prepare plans and specifications for said Improvements and a preliminary estimate of cost therefore, which plans, specifications and estimate shall be presented to the Governing Body for its approval.

Section 4. Bond Authority; Reimbursement. The Act provides for the Improvements to be paid by the issuance of general obligation bonds or special obligation bonds of the City (the "Bonds"). The Bonds may be issued to reimburse expenditures made on or after the date which is 60 days before the date of this Resolution, pursuant to Treasury Regulation § 1.150-2.

Section 5. Effective Date. This Resolution shall be effective upon adoption. This Resolution shall be published one time in the official City newspaper, and shall also be filed of record in the office of the Register of Deeds of Sedgwick County, Kansas.

ADOPTED by the City Council of the City of Wichita, Kansas, on December 28, 2021.

(SEAL)

Brandon J. Whipple, Mayor

ATTEST:

Karen Sublett, City Clerk

APPROVED AS TO FORM:

Jennifer Magaña, City Attorney and Director of Law

(Published in the *Wichita Eagle*, on December 31, 2021)

RESOLUTION NO. 21-456

A RESOLUTION DETERMINING THE ADVISABILITY OF THE MAKING OF CERTAIN INTERNAL IMPROVEMENTS IN THE CITY OF WICHITA, KANSAS; MAKING CERTAIN FINDINGS WITH RESPECT THERETO; AND AUTHORIZING AND PROVIDING FOR THE MAKING OF THE IMPROVEMENTS IN ACCORDANCE WITH SUCH FINDINGS (PHASE 3 WATER IMPROVEMENTS – HARBOR ISLE COMMERCIAL 1ST ADDITION) (448-2021-040449).

WHEREAS, a petition (the “Petition”) was filed with the City Clerk of the City of Wichita, Kansas (the “City”) proposing certain internal improvements; and said Petition sets forth: (a) the general nature of the proposed improvements; (b) the estimated or probable cost of the proposed improvements; (c) the extent of the proposed improvement district to be assessed for the cost of the proposed improvements; (d) the proposed method of assessment; (e) the proposed apportionment of the cost between the improvement district and the City at large; and (f) a request that such improvements be made without notice and hearing as required by K.S.A. 12-6a01 *et seq.* (the “Act”); and

WHEREAS, K.S.A. 12-6a19 provides that whenever the construction of any water, stormwater, sanitary sewer or arterial street improvement is initiated by petition pursuant to the Act, the City may require the imposition of a benefit fee on property which is benefitted by such improvements but was not included within the original improvement district established for the levy of special assessments for such improvements; and

WHEREAS, the Petition contains a request that the City create an area for which benefit fees will be imposed pursuant to K.S.A. 12-6a19; and

WHEREAS, the City Council (the “Governing Body”) of the City hereby finds and determines that said Petition was signed by **the owners of record of more than one-half of the area** liable for assessment for the proposed improvements, and is therefore sufficient in accordance with the provisions of the Act.

THEREFORE, BE IT RESOLVED BY THE GOVERNING BODY OF THE CITY OF WICHITA, KANSAS:

Section 1. Findings of Advisability. The Governing Body hereby finds and determines that:

(a) The improvements proposed to be made are as follows (the “Improvements”):

Construction of a water distribution system, including necessary water mains, pipes, valves, hydrants, and appurtenances to serve the Improvement District defined below.

(b) The estimated or probable cost of the proposed Improvements is **\$104,000.00**, exclusive of interest on financing and administrative and financing costs; said estimated amount to be increased at the pro rata rate of 1 percent per month from and after the date of submission of the Petition to the City. If expenses have been incurred for the Improvements and construction has not started within two years of the initial design contract, the Improvements will be deemed abandoned and expenses incurred to date will be assessed against property in the Improvement District defined below in accordance with the provisions hereof.

(c) The extent of the proposed improvement district (the “Improvement District”) to be assessed for the costs of the proposed Improvements is:

HARBOR ISLE COMMERCIAL 1ST ADDITION

Lots 5 and 6, Block B

Lots 1 and 2, Block C

(d) The proposed method of assessment is **on a fractional basis as described below:**

Lot 5, Block B, shall pay 18/100 of the total cost of the assessments; Lot 6, Block B, shall pay 38/100 of the total cost of the assessments; Lot 1, Block C, shall pay 13/100 of the total cost of the assessments; and Lot 2, Block C, shall pay 31/100 of the total cost of the assessments.

In the event all or part of the lots or parcels in the proposed Improvement District are reconfigured before or after assessments have been levied, the assessments against the replatted area shall be recalculated on a square foot basis.

(e) The apportionment of the cost of the Improvements, between the Improvement District and the City at large, is: **100%** to be assessed against the Improvement District and **0%** to be paid by the City-at-large.

(f) The payment of assessments to be imposed hereunder may be indefinitely deferred against those property owners eligible for deferral pursuant to the City's Special Assessment Deferral Program.

(g) The property within the proposed Improvement District is subject to benefit fees to be imposed as a result of previously constructed **water main** improvements that benefit the property within the proposed Improvement District. Such benefit fees shall be imposed pursuant to K.S.A. 12-6a19, in the following manner: **\$35,583.00 assessed among all property within the proposed Improvement District on a fractional basis as described below:**

Lot 5, Block B, shall pay 18/100 of the total cost of the benefit fees; Lot 6, Block B, shall pay 38/100 of the total cost of the benefit fees; Lot 1, Block C, shall pay 13/100 of the total cost of the benefit fees; and Lot 2, Block C, shall pay 31/100 of the total cost of the benefit fees.

Section 2. Authorization of Improvements. The Improvements are hereby authorized and ordered to be made in accordance with the findings of the Governing Body as set forth in **Section 1** of this Resolution.

Section 3. Plans and Specifications. The City Engineer shall prepare plans and specifications for said Improvements and a preliminary estimate of cost therefore, which plans, specifications and estimate shall be presented to the Governing Body for its approval.

Section 4. Bond Authority; Reimbursement. The Act provides for the Improvements to be paid by the issuance of general obligation bonds or special obligation bonds of the City (the "Bonds"). The Bonds may be issued to reimburse expenditures made on or after the date which is 60 days before the date of this Resolution, pursuant to Treasury Regulation § 1.150-2.

Section 5. Effective Date. This Resolution shall be effective upon adoption. This Resolution shall be published one time in the official City newspaper, and shall also be filed of record in the office of the Register of Deeds of Sedgwick County, Kansas.

ADOPTED by the City Council of the City of Wichita, Kansas, on December 28, 2021.

(SEAL)

Brandon J. Whipple, Mayor

ATTEST:

Karen Sublett, City Clerk

APPROVED AS TO FORM:

Jennifer Magaña, City Attorney and Director of Law

(Published in the *Wichita Eagle*, on December 31, 2021)

RESOLUTION NO. 21-456

A RESOLUTION DETERMINING THE ADVISABILITY OF THE MAKING OF CERTAIN INTERNAL IMPROVEMENTS IN THE CITY OF WICHITA, KANSAS; MAKING CERTAIN FINDINGS WITH RESPECT THERETO; AND AUTHORIZING AND PROVIDING FOR THE MAKING OF THE IMPROVEMENTS IN ACCORDANCE WITH SUCH FINDINGS (PHASE 1 SANITARY SEWER IMPROVEMENTS – HARBOR ISLE COMMERCIAL 1ST ADDITION AND HARBOR ISLE SOUTH ADDITION) (468-2021-040441).

WHEREAS, a petition (the “Petition”) was filed with the City Clerk of the City of Wichita, Kansas (the “City”) proposing certain internal improvements; and said Petition sets forth: (a) the general nature of the proposed improvements; (b) the estimated or probable cost of the proposed improvements; (c) the extent of the proposed improvement district to be assessed for the cost of the proposed improvements; (d) the proposed method of assessment; (e) the proposed apportionment of the cost between the improvement district and the City at large; and (f) a request that such improvements be made without notice and hearing as required by K.S.A. 12-6a01 *et seq.* (the “Act”); and

WHEREAS, K.S.A. 12-6a19 provides that whenever the construction of any water, stormwater, sanitary sewer or arterial street improvement is initiated by petition pursuant to the Act, the City may require the imposition of a benefit fee on property which is benefitted by such improvements but was not included within the original improvement district established for the levy of special assessments for such improvements; and

WHEREAS, the Petition contains a request that the City create an area for which benefit fees will be imposed pursuant to K.S.A. 12-6a19; and

WHEREAS, the City Council (the “Governing Body”) of the City hereby finds and determines that said Petition was signed by **the owners of record of more than one-half of the area** liable for assessment for the proposed improvements, and is therefore sufficient in accordance with the provisions of the Act.

THEREFORE, BE IT RESOLVED BY THE GOVERNING BODY OF THE CITY OF WICHITA, KANSAS:

Section 1. Findings of Advisability. The Governing Body hereby finds and determines that:

(a) The improvements proposed to be made are as follows (the “Improvements”):

Construction of a lateral sanitary sewer, including necessary sewer mains and appurtenances to serve the Improvement District defined below.

(b) The estimated or probable cost of the proposed Improvements is **\$298,000.00**, exclusive of interest on financing and administrative and financing costs; said estimated amount to be increased at the pro rata rate of 1 percent per month from and after the date of submission of the Petition to the City. If expenses have been incurred for the Improvements and construction has not started within two years of the initial design contract, the Improvements will be deemed abandoned and expenses incurred to date will be assessed against property in the Improvement District defined below in accordance with the provisions hereof.

(c) The extent of the proposed improvement district (the “Improvement District”) to be assessed for the costs of the proposed Improvements is:

HARBOR ISLE COMMERCIAL 1ST ADDITION

**Lot 1, Block A
Lots 1 and 2, Block B**

HARBOR ISLE SOUTH ADDITION

Lot 1, Block 1

HARBOR ISLE COMMERCIAL 2ND ADDITION

**Lots 1 through 3, Block A
Lots 1 and 2, Block B**

(d) The proposed method of assessment is **on a fractional basis as set forth below:**

Lot 1, Block A, Harbor Isle Commercial 1st Addition, shall pay 110/1,000 of the total cost of the assessments; Lot 1, Block B, Harbor Isle Commercial 1st Addition, shall pay 90/1,000 of the total cost of the assessments; Lot 2, Block B, Harbor Isle Commercial 1st Addition, shall pay 100/1,000 of the total cost of the assessments; Lot 1, Block 1, Harbor Isle South Addition, shall pay 200/1,000 of the total cost of the assessments; Lot 1, Block A, Harbor Isle Commercial 2nd Addition, shall pay 50/1,000 of the total cost of the assessments; Lot 2, Block A, Harbor Isle Commercial 2nd Addition, shall pay 135/1,000 of the total cost of the assessments; Lot 3, Block A, Harbor Isle Commercial 2nd Addition, shall pay 175/1,000 of the total cost of the assessments; and Lots 1 and 2, Block B, Harbor Isle Commercial 2nd Addition, shall each pay 70/1,000 of the total cost of the assessments.

In the event all or part of the lots or parcels in the proposed Improvement District are reconfigured before or after assessments have been levied, the assessments against the replatted area shall be recalculated on a square foot basis.

(e) The apportionment of the cost of the Improvements, between the Improvement District and the City at large, is: **100%** to be assessed against the Improvement District and **0%** to be paid by the City-at-large.

(f) The payment of assessments to be imposed hereunder may be indefinitely deferred against those property owners eligible for deferral pursuant to the City's Special Assessment Deferral Program.

(g) The undersigned acknowledge that property within the proposed Improvement District is subject to benefit fees to be imposed as a result of previously constructed **sewer main** improvements that benefit the property within the proposed Improvement District. Such benefit fees shall be imposed pursuant to K.S.A. 12-6a19, in the following manner: **\$42,257.00, assessed among all property within the proposed Improvement District, on a fractional basis as described below:**

Lot 1, Block A, Harbor Isle Commercial 1st Addition, shall pay 22/100 of the total cost of the benefit fees; Lot 1, Block B, Harbor Isle Commercial 1st Addition, shall pay 18/100 of the total cost of the benefit fees; Lot 2, Block B, Harbor Isle Commercial 1st Addition, shall pay 20/100 of the total cost of the benefit fees; and Lot 1, Block 1, Harbor Isle South Addition, shall pay 40/100 of the total cost of the benefit fees.

Lots 1 through 3, Block A, and Lots 1 and 2, Block B, Harbor Isle Commercial 2nd Addition, were a part of a benefit district for sanitary sewer improvements by Petition submitted with the plat of Harbor Isle Commercial 2nd Addition, and therefore, are not subject to benefit fees incurred by this petition.

Section 2. Authorization of Improvements. The Improvements are hereby authorized and ordered to be made in accordance with the findings of the Governing Body as set forth in **Section 1** of this Resolution.

Section 3. Plans and Specifications. The City Engineer shall prepare plans and specifications for said Improvements and a preliminary estimate of cost therefore, which plans, specifications and estimate shall be presented to the Governing Body for its approval.

Section 4. Bond Authority; Reimbursement. The Act provides for the Improvements to be paid by the issuance of general obligation bonds or special obligation bonds of the City (the "Bonds"). The Bonds may be issued to reimburse expenditures made on or after the date which is 60 days before the date of this Resolution, pursuant to Treasury Regulation § 1.150-2.

Section 5. Effective Date. This Resolution shall be effective upon adoption. This Resolution shall be published one time in the official City newspaper, and shall also be filed of record in the office of the Register of Deeds of Sedgwick County, Kansas.

ADOPTED by the City Council of the City of Wichita, Kansas, on December 28, 2021.

(SEAL)

Brandon J. Whipple, Mayor

ATTEST:

Karen Sublett, City Clerk

APPROVED AS TO FORM:

Jennifer Magaña, City Attorney and Director of Law

(Published in the *Wichita Eagle*, on December 31, 2021)

RESOLUTION NO. 21-457

A RESOLUTION DETERMINING THE ADVISABILITY OF THE MAKING OF CERTAIN INTERNAL IMPROVEMENTS IN THE CITY OF WICHITA, KANSAS; MAKING CERTAIN FINDINGS WITH RESPECT THERETO; AND AUTHORIZING AND PROVIDING FOR THE MAKING OF THE IMPROVEMENTS IN ACCORDANCE WITH SUCH FINDINGS (PHASE 2 SANITARY SEWER IMPROVEMENTS – HARBOR ISLE COMMERCIAL 1ST ADDITION) (468-2021-040443).

WHEREAS, a petition (the “Petition”) was filed with the City Clerk of the City of Wichita, Kansas (the “City”) proposing certain internal improvements; and said Petition sets forth: (a) the general nature of the proposed improvements; (b) the estimated or probable cost of the proposed improvements; (c) the extent of the proposed improvement district to be assessed for the cost of the proposed improvements; (d) the proposed method of assessment; (e) the proposed apportionment of the cost between the improvement district and the City at large; and (f) a request that such improvements be made without notice and hearing as required by K.S.A. 12-6a01 *et seq.* (the “Act”); and

WHEREAS, K.S.A. 12-6a19 provides that whenever the construction of any water, stormwater, sanitary sewer or arterial street improvement is initiated by petition pursuant to the Act, the City may require the imposition of a benefit fee on property which is benefitted by such improvements but was not included within the original improvement district established for the levy of special assessments for such improvements; and

WHEREAS, the Petition contains a request that the City create an area for which benefit fees will be imposed pursuant to K.S.A. 12-6a19; and

WHEREAS, the City Council (the “Governing Body”) of the City hereby finds and determines that said Petition was signed by **the owners of record of more than one-half of the area** liable for assessment for the proposed improvements, and is therefore sufficient in accordance with the provisions of the Act.

THEREFORE, BE IT RESOLVED BY THE GOVERNING BODY OF THE CITY OF WICHITA, KANSAS:

Section 1. Findings of Advisability. The Governing Body hereby finds and determines that:

(a) The improvements proposed to be made are as follows (the “Improvements”):

Construction of a lateral sanitary sewer, including necessary sewer mains and appurtenances to serve the Improvement District defined below.

(b) The estimated or probable cost of the proposed Improvements is **\$201,000.00**, exclusive of interest on financing and administrative and financing costs; said estimated amount to be increased at the pro rata rate of 1 percent per month from and after the date of submission of the Petition to the City. If expenses have been incurred for the Improvements and construction has not started within two years of the initial design contract, the Improvements will be deemed abandoned and expenses incurred to date will be assessed against property in the Improvement District defined below in accordance with the provisions hereof.

(c) The extent of the proposed improvement district (the “Improvement District”) to be assessed for the costs of the proposed Improvements is:

HARBOR ISLE COMMERCIAL 1ST ADDITION

Lots 3 and 4, Block B

Lot 1, Block C

(d) The proposed method of assessment is **on a fractional basis as set forth below:**

Lot 3, Block B, shall pay 53/100 of the total cost of the assessments; Lot 4, Block B, shall pay 32/100 of the total cost of the assessments; and Lot 1, Block C, shall pay 15/100 of the total cost of the assessments.

In the event all or part of the lots or parcels in the proposed Improvement District are reconfigured before or after assessments have been levied, the assessments against the replatted area shall be recalculated on a square foot basis.

(e) The apportionment of the cost of the Improvements, between the Improvement District and the City at large, is: **100%** to be assessed against the Improvement District and **0%** to be paid by the City-at-large.

(f) The payment of assessments to be imposed hereunder may be indefinitely deferred against those property owners eligible for deferral pursuant to the City's Special Assessment Deferral Program.

(g) The undersigned acknowledge that property within the proposed Improvement District is subject to benefit fees to be imposed as a result of previously constructed **sewer main** improvements that benefit the property within the proposed Improvement District. Such benefit fees shall be imposed pursuant to K.S.A. 12-6a19, in the following manner: **\$44,647.00, assessed among all property within the proposed Improvement District, on a fractional basis as described below:**

Lot 3, Block B, shall pay 53/100 of the total cost of the benefit fees; Lot 4, Block B, shall pay 32/100 of the total cost of the benefit fees; and Lot 1, Block C, shall pay 15/100 of the total cost of the benefit fees.

Section 2. Authorization of Improvements. The Improvements are hereby authorized and ordered to be made in accordance with the findings of the Governing Body as set forth in **Section 1** of this Resolution.

Section 3. Plans and Specifications. The City Engineer shall prepare plans and specifications for said Improvements and a preliminary estimate of cost therefore, which plans, specifications and estimate shall be presented to the Governing Body for its approval.

Section 4. Bond Authority; Reimbursement. The Act provides for the Improvements to be paid by the issuance of general obligation bonds or special obligation bonds of the City (the "Bonds"). The Bonds may be issued to reimburse expenditures made on or after the date which is 60 days before the date of this Resolution, pursuant to Treasury Regulation § 1.150-2.

Section 5. Effective Date. This Resolution shall be effective upon adoption. This Resolution shall be published one time in the official City newspaper, and shall also be filed of record in the office of the Register of Deeds of Sedgwick County, Kansas.

ADOPTED by the City Council of the City of Wichita, Kansas, on December 28, 2021.

(SEAL)

Brandon J. Whipple, Mayor

ATTEST:

Karen Sublett, City Clerk

APPROVED AS TO FORM:

Jennifer Magaña, City Attorney and Director of Law

(Published in the *Wichita Eagle*, on December 31, 2021)

RESOLUTION NO. 21-458

A RESOLUTION DETERMINING THE ADVISABILITY OF THE MAKING OF CERTAIN INTERNAL IMPROVEMENTS IN THE CITY OF WICHITA, KANSAS; MAKING CERTAIN FINDINGS WITH RESPECT THERETO; AND AUTHORIZING AND PROVIDING FOR THE MAKING OF THE IMPROVEMENTS IN ACCORDANCE WITH SUCH FINDINGS (PHASE 3 SANITARY SEWER IMPROVEMENTS – HARBOR ISLE COMMERCIAL 1ST ADDITION) (468-2021-040446).

WHEREAS, a petition (the “Petition”) was filed with the City Clerk of the City of Wichita, Kansas (the “City”) proposing certain internal improvements; and said Petition sets forth: (a) the general nature of the proposed improvements; (b) the estimated or probable cost of the proposed improvements; (c) the extent of the proposed improvement district to be assessed for the cost of the proposed improvements; (d) the proposed method of assessment; (e) the proposed apportionment of the cost between the improvement district and the City at large; and (f) a request that such improvements be made without notice and hearing as required by K.S.A. 12-6a01 *et seq.* (the “Act”); and

WHEREAS, K.S.A. 12-6a19 provides that whenever the construction of any water, stormwater, sanitary sewer or arterial street improvement is initiated by petition pursuant to the Act, the City may require the imposition of a benefit fee on property which is benefitted by such improvements but was not included within the original improvement district established for the levy of special assessments for such improvements; and

WHEREAS, the Petition contains a request that the City create an area for which benefit fees will be imposed pursuant to K.S.A. 12-6a19; and

WHEREAS, the City Council (the “Governing Body”) of the City hereby finds and determines that said Petition was signed by **the owners of record of more than one-half of the area** liable for assessment for the proposed improvements, and is therefore sufficient in accordance with the provisions of the Act.

THEREFORE, BE IT RESOLVED BY THE GOVERNING BODY OF THE CITY OF WICHITA, KANSAS:

Section 1. Findings of Advisability. The Governing Body hereby finds and determines that:

(a) The improvements proposed to be made are as follows (the “Improvements”):

Construction of a lateral sanitary sewer, including necessary sewer mains and appurtenances to serve the Improvement District defined below.

(b) The estimated or probable cost of the proposed Improvements is **\$273,000.00**, exclusive of interest on financing and administrative and financing costs; said estimated amount to be increased at the pro rata rate of 1 percent per month from and after the date of submission of the Petition to the City. If expenses have been incurred for the Improvements and construction has not started within two years of the initial design contract, the Improvements will be deemed abandoned and expenses incurred to date will be assessed against property in the Improvement District defined below in accordance with the provisions hereof.

(c) The extent of the proposed improvement district (the “Improvement District”) to be assessed for the costs of the proposed Improvements is:

HARBOR ISLE COMMERCIAL 1ST ADDITION

Lots 5 and 6, Block B

Lot 2, Block C

(d) The proposed method of assessment is **on a fractional basis as set forth below:**

Lot 5, Block B, shall pay 21/100 of the total cost of the assessments; Lot 6, Block B, shall pay 44/100 of the total cost of the assessments; and Lot 2, Block C, shall pay 35/100 of the total cost of the assessments.

In the event all or part of the lots or parcels in the proposed Improvement District are reconfigured before or after assessments have been levied, the assessments against the replatted area shall be recalculated on a square foot basis.

(e) The apportionment of the cost of the Improvements, between the Improvement District and the City at large, is: **100%** to be assessed against the Improvement District and **0%** to be paid by the City-at-large.

(f) The payment of assessments to be imposed hereunder may be indefinitely deferred against those property owners eligible for deferral pursuant to the City's Special Assessment Deferral Program.

(g) The undersigned acknowledge that property within the proposed Improvement District is subject to benefit fees to be imposed as a result of previously constructed **sewer main** improvements that benefit the property within the proposed Improvement District. Such benefit fees shall be imposed pursuant to K.S.A. 12-6a19, in the following manner: **\$43,536.00, assessed among all property within the proposed Improvement District, on a fractional basis as described below:**

Lot 5, Block B, shall pay 21/100 of the total cost of the benefit fees; Lot 6, Block B, shall pay 44/100 of the total cost of the benefit fees; and Lot 2, Block C, shall pay 35/100 of the total cost of the benefit fees.

Section 2. Authorization of Improvements. The Improvements are hereby authorized and ordered to be made in accordance with the findings of the Governing Body as set forth in **Section 1** of this Resolution.

Section 3. Plans and Specifications. The City Engineer shall prepare plans and specifications for said Improvements and a preliminary estimate of cost therefore, which plans, specifications and estimate shall be presented to the Governing Body for its approval.

Section 4. Bond Authority; Reimbursement. The Act provides for the Improvements to be paid by the issuance of general obligation bonds or special obligation bonds of the City (the "Bonds"). The Bonds may be issued to reimburse expenditures made on or after the date which is 60 days before the date of this Resolution, pursuant to Treasury Regulation § 1.150-2.

Section 5. Effective Date. This Resolution shall be effective upon adoption. This Resolution shall be published one time in the official City newspaper, and shall also be filed of record in the office of the Register of Deeds of Sedgwick County, Kansas.

ADOPTED by the City Council of the City of Wichita, Kansas, on December 28, 2021.

(SEAL)

Brandon J. Whipple, Mayor

ATTEST:

Karen Sublett, City Clerk

APPROVED AS TO FORM:

Jennifer Magaña, City Attorney and Director of Law

(Published in the *Wichita Eagle*, on December 31, 2021)

RESOLUTION NO. 21-459

A RESOLUTION DETERMINING THE ADVISABILITY OF THE MAKING OF CERTAIN INTERNAL IMPROVEMENTS IN THE CITY OF WICHITA, KANSAS; MAKING CERTAIN FINDINGS WITH RESPECT THERETO; AND AUTHORIZING AND PROVIDING FOR THE MAKING OF THE IMPROVEMENTS IN ACCORDANCE WITH SUCH FINDINGS (PHASE 1 PAVING IMPROVEMENTS – W. DOCKSIDE ST (FROM 40TH TO EAST LINE OF LOT 4, BLOCK B) HARBOR ISLE COMMERCIAL 1ST ADDITION) (472-2021-085761).

WHEREAS, a petition (the "Petition") was filed with the City Clerk of the City of Wichita, Kansas (the "City") proposing certain internal improvements; and said Petition sets forth: (a) the general nature of the proposed improvements; (b) the estimated or probable cost of the proposed improvements; (c) the extent of the proposed improvement district to be assessed for the cost of the proposed improvements; (d) the proposed method of assessment; (e) the proposed apportionment of the cost between the improvement district and the City at large; and (f) a request that such improvements be made without notice and hearing as required by K.S.A. 12-6a01 *et seq.*, (the "Act"); and

WHEREAS, the City Council (the "Governing Body") of the City hereby finds and determines that said Petition was signed by **the owners of record of more than one-half of the area** liable for assessment for the proposed improvements, and is therefore sufficient in accordance with the provisions of the Act.

THEREFORE, BE IT RESOLVED BY THE GOVERNING BODY OF THE CITY OF WICHITA, KANSAS:

Section 1. Findings of Advisability. The Governing Body hereby finds and determines that:

(a) The improvements proposed to be made are as follows (the "Improvements"):

Construction of pavement on W Dockside St, from the north line of W 40th St N, east and northeasterly to the east line of Lot 4, Block B, with drainage to be installed where necessary.

That said pavement between aforesaid limits be constructed for a width of thirty-six (36) feet from the gutter line to the gutter line, and each gutter to be two (2) feet in width, making a total roadway width of forty (40) feet, with drainage to be installed where necessary.

Construction of sidewalk on one side of W. Dockside St, with plans and specification to be furnished by the City Engineer of the City of Wichita, Kansas.

b) The estimated or probable cost of the proposed Improvements is **\$451,000.00**, exclusive of interest on financing and administrative and financing costs; said estimated amount to be increased at the pro rata rate of 1 percent per month from and after the date of submission of the Petition to the City. If expenses have been incurred for the Improvements and construction has not started within two years of the initial design contract, the Improvements will be deemed abandoned and expenses incurred to date will be assessed against property in the Improvement District defined below in accordance with the provisions hereof.

(c) The extent of the proposed improvement district (the "Improvement District") to be assessed for the costs of the proposed Improvements is:

HARBOR ISLE COMMERCIAL 2ND ADDITION
Lots 3 and 4, Block B

(d) The proposed method of assessment is **on a fractional basis as described below:**

Lot 3, Block B, shall pay 62/100 of the total cost of the assessments; and Lot 4, Block B, shall pay 38/100 of the total cost of the assessments.

In the event that the driveway approaches and curb cuts are not included within the scope of the Improvements and the estimated cost thereof as set forth in subsection (b) above, the costs of such driveway approaches and curb cuts so constructed shall be directly assessed to the property benefitted thereby in addition to the assessments levied for the Improvements.

In the event all or part of the lots or parcels in the proposed Improvement District are reconfigured before or after assessments have been levied, the assessments against the replatted area shall be recalculated on a square foot basis.

(e) The apportionment of the cost of the Improvements, between the Improvement District and the City at large, is: **100%** to be assessed against the Improvement District and **0%** to be paid by the City-at-large.

(f) The payment of assessments to be imposed hereunder may be indefinitely deferred against those property owners eligible for deferral pursuant to the City's Special Assessment Deferral Program.

Section 2. Authorization of Improvements. The Improvements are hereby authorized and ordered to be made in accordance with the findings of the Governing Body as set forth in **Section 1** of this Resolution.

Section 3. Plans and Specifications. The City Engineer shall prepare plans and specifications for said Improvements and a preliminary estimate of cost therefore, which plans, specifications and estimate shall be presented to the Governing Body for its approval.

Section 4. Bond Authority; Reimbursement. The Act provides for the Improvements to be paid by the issuance of general obligation bonds or special obligation bonds of the City (the "Bonds"). The Bonds may be issued to reimburse expenditures made on or after the date which is 60 days before the date of this Resolution, pursuant to Treasury Regulation § 1.150-2.

Section 5. Effective Date. This Resolution shall be effective upon adoption. This Resolution shall be published one time in the official City newspaper, and shall also be filed of record in the office of the Register of Deeds of Sedgwick County, Kansas.

ADOPTED by the City Council of the City of Wichita, Kansas, on December 28, 2021.

(SEAL)

Brandon J. Whipple, Mayor

ATTEST:

Karen Sublett, City Clerk

APPROVED AS TO FORM:

Jennifer Magaña, City Attorney and Director of Law

(Published in the *Wichita Eagle*, on December 31, 2021)

RESOLUTION NO. 21-460

A RESOLUTION DETERMINING THE ADVISABILITY OF THE MAKING OF CERTAIN INTERNAL IMPROVEMENTS IN THE CITY OF WICHITA, KANSAS; MAKING CERTAIN FINDINGS WITH RESPECT THERETO; AND AUTHORIZING AND PROVIDING FOR THE MAKING OF THE IMPROVEMENTS IN ACCORDANCE WITH SUCH FINDINGS (PHASE 2 PAVING IMPROVEMENTS – W. DOCKSIDE ST (FROM EAST LINE OF LOT 4, BLOCK B to EAST LINE OF PLAT) HARBOR ISLE COMMERCIAL 1ST ADDITION) (472-2021-085762).

WHEREAS, a petition (the "Petition") was filed with the City Clerk of the City of Wichita, Kansas (the "City") proposing certain internal improvements; and said Petition sets forth: (a) the general nature of the proposed improvements; (b) the estimated or probable cost of the proposed improvements; (c) the extent of the proposed improvement district to be assessed for the cost of the proposed improvements; (d) the proposed method of assessment; (e) the proposed apportionment of the cost between the improvement district and the City at large; and (f) a request that such improvements be made without notice and hearing as required by K.S.A. 12-6a01 *et seq.*, (the "Act"); and

WHEREAS, the City Council (the "Governing Body") of the City hereby finds and determines that said Petition was signed by **the owners of record of more than one-half of the area** liable for assessment for the proposed improvements, and is therefore sufficient in accordance with the provisions of the Act.

THEREFORE, BE IT RESOLVED BY THE GOVERNING BODY OF THE CITY OF WICHITA, KANSAS:

Section 1. Findings of Advisability. The Governing Body hereby finds and determines that:

(a) The improvements proposed to be made are as follows (the "Improvements"):

Construction of pavement on W Dockside St, from the east line of Lot 4, Block B, north and east to the east line of the plat, with drainage to be installed where necessary.

That said pavement between aforesaid limits be constructed for a width of thirty-six (36) feet from the gutter line to the gutter line, and each gutter to be two (2) feet in width, making a total roadway width of forty (40) feet, with drainage to be installed where necessary.

Construction of sidewalk on one side of W. Dockside St, with plans and specification to be furnished by the City Engineer of the City of Wichita, Kansas.

b) The estimated or probable cost of the proposed Improvements is **\$417,000.00**, exclusive of interest on financing and administrative and financing costs; said estimated amount to be increased at the pro rata rate of 1 percent per month from and after the date of submission of the Petition to the City. If expenses have been incurred for the Improvements and construction has not started within two years of the initial design contract, the Improvements will be deemed abandoned and expenses incurred to date will be assessed against property in the Improvement District defined below in accordance with the provisions hereof.

(c) The extent of the proposed improvement district (the "Improvement District") to be assessed for the costs of the proposed Improvements is:

HARBOR ISLE COMMERCIAL 1st ADDITION

Lots 5 and 6, Block B

Lots 1 and 2, Block C

(d) The proposed method of assessment is **on a fractional basis as described below:**

Lot 5, Block B, shall pay 18/100 of the total cost of the assessments; Lot 6, Block B, shall pay 38/100 of the total cost of the assessments; Lot 1, Block C, shall pay 13/100 of the total cost of the assessments; and Lot 2, Block C, shall pay 31/100 of the total cost of the assessments.

In the event that the driveway approaches and curb cuts are not included within the scope of the Improvements and the estimated cost thereof as set forth in subsection (b) above, the costs of such driveway approaches and curb cuts so constructed shall be directly assessed to the property benefitted thereby in addition to the assessments levied for the Improvements.

In the event all or part of the lots or parcels in the proposed Improvement District are reconfigured before or after assessments have been levied, the assessments against the replatted area shall be recalculated on a square foot basis.

(e) The apportionment of the cost of the Improvements, between the Improvement District and the City at large, is: **100%** to be assessed against the Improvement District and **0%** to be paid by the City-at-large.

(f) The payment of assessments to be imposed hereunder may be indefinitely deferred against those property owners eligible for deferral pursuant to the City's Special Assessment Deferral Program.

Section 2. Authorization of Improvements. The Improvements are hereby authorized and ordered to be made in accordance with the findings of the Governing Body as set forth in **Section 1** of this Resolution.

Section 3. Plans and Specifications. The City Engineer shall prepare plans and specifications for said Improvements and a preliminary estimate of cost therefore, which plans, specifications and estimate shall be presented to the Governing Body for its approval.

Section 4. Bond Authority; Reimbursement. The Act provides for the Improvements to be paid by the issuance of general obligation bonds or special obligation bonds of the City (the "Bonds"). The Bonds may be issued to reimburse expenditures made on or after the date which is 60 days before the date of this Resolution, pursuant to Treasury Regulation § 1.150-2.

Section 5. Effective Date. This Resolution shall be effective upon adoption. This Resolution shall be published one time in the official City newspaper, and shall also be filed of record in the office of the Register of Deeds of Sedgwick County, Kansas.

ADOPTED by the City Council of the City of Wichita, Kansas, on December 28, 2021.

(SEAL)

Brandon J. Whipple, Mayor

ATTEST:

Karen Sublett, City Clerk

APPROVED AS TO FORM:

Jennifer Magaña, City Attorney and Director of Law

448-2021-039771

**PETITION
WATER DISTRIBUTION IMPROVEMENT – CHERESE WOODS ADDITION, PHASE 2
WICHITA, KS**

TO: The Mayor and City Council (the "Governing Body")
City of Wichita, Kansas

1. The undersigned, being the owners of record of more than one-half of the area liable for assessment set forth below for the proposed improvements of the City of Wichita, Kansas (the "City"), do hereby request that said improvements be made in the manner provided by K.S.A. 12-6a01 *et seq* (the "Act").

(a) The improvements proposed to be made are as follows (the "Improvements"):

Construction of a water distribution system, including necessary water mains, pipes, valves, hydrants, and appurtenances to serve the Improvement District defined below

The Improvements shall be constructed in accordance with City standards and plans and specifications prepared or approved by the City Engineer

(b) The estimated or probable cost of the proposed Improvements is: \$57,700 exclusive of interest on financing and administrative and financing costs; said estimated amount to be increased at the pro rata rate of 1 percent per month from and after the date of submission of this Petition to the City. If expenses have been incurred for the Improvements and construction has not started within two years of the initial design contract, the Improvements will be deemed abandoned and expenses incurred to date will be assessed against property in the Improvement District defined below in accordance with the provisions hereof.

(c) The extent of the proposed improvement district (the "Improvement District") to be assessed for the costs of the proposed Improvements is:

**Lots 21-27, Block A, and Lots 1-3, Block B, Chereese Woods Addition
Wichita, Kansas**

(d) The proposed method of assessment is: **equally per lot (10 lots).**

In the event all or part of the lots or parcels in the proposed Improvement District are reconfigured before or after assessments have been levied, the assessments against the replatted area shall be recalculated on a square foot basis.

(e) The proposed apportionment of the cost of the Improvements, between the Improvement District and the City at large, is: 100% to be assessed against the Improvement District and 0% to be paid by the City-at-large.

(f) The payment of assessments proposed to be imposed hereunder may be indefinitely deferred against those property owners eligible for deferral pursuant to the City's Special Assessment Deferral Program.

(g) The undersigned acknowledge that property within the proposed Improvement District is subject to benefit fees to be imposed as a result of previously constructed water main improvements that

benefit the property within the proposed Improvement District. Such benefit fees shall be imposed pursuant to K.S.A. 12-6a19, in the following manner: \$ 23,929 assessed equally among all property within the proposed Improvement District equally per lot (10 lots).


2. It is further requested that the proposed Improvements be made without notice and hearing as required by the Act.

3. If the Improvements are: (i) abandoned, altered and/or constructed privately, in part or whole, precluding the building of the Improvement under the authority of this Petition and the Act; or (ii) it is necessary for the City to redesign, repair or reconstruct the Improvements after its initial design and/or construction because the design and/or construction does not meet the requirements of City code provisions; any costs incurred by the City as a result of submission of this Petition shall be assessed to property within the proposed Improvement District in accordance with the provisions hereof.

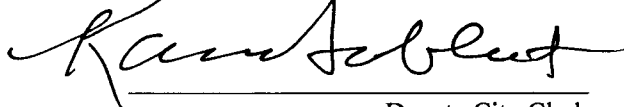
4. Names may not be withdrawn from this Petition by the signers hereof after the Governing Body commences consideration of this Petition, or, later than seven (7) days after the filing hereof, whichever occurs first.

5. The Governing Body is further requested to proceed with adoption of a resolution authorizing the Improvements and establishing the Improvement District in accordance with the Act and the construction of the Improvements in an expeditious manner.

6. The owners of land covered hereunder outside the corporate limits of the City do hereby petition, consent to and request annexation of such lands by the City at such time as it determines appropriate (as contemplated in K.S.A. 12-519 *et seq.*). Until such time as the annexation occurs, the owners covenant and agree they will not seek incorporation as a separate city nor annexation to any other city, land or any part thereof. The Governing Body is requested to proceed in the manner provided by statute to the end that the petitioned improvements may be expeditiously completed and placed in use.

Signature	Dated	Property Owned Within Proposed Improvement District
TCRS, LLC, a Kansas limited liability company By:  Jeff M. Lange, Managing Member, TCRS, LLC, a Kansas limited liability company		Lots 21-27, Block A, Cherese Woods & Lot 1-3, Block B, Cherese Woods

THIS PETITION was filed in my office on 12-17-2021


Deputy City Clerk

(Published in the *Wichita Eagle*, on December 31, 2021)

RESOLUTION NO. 21-461

A RESOLUTION DETERMINING THE ADVISABILITY OF THE MAKING OF CERTAIN INTERNAL IMPROVEMENTS IN THE CITY OF WICHITA, KANSAS; MAKING CERTAIN FINDINGS WITH RESPECT THERETO; AND AUTHORIZING AND PROVIDING FOR THE MAKING OF THE IMPROVEMENTS IN ACCORDANCE WITH SUCH FINDINGS (WATER DISTRIBUTION IMPROVEMENTS – CHERESE WOODS ADDITION, PHASE 2) (448-2021-039771).

WHEREAS, the City of Wichita, Kansas (the “City”) is a municipal corporation, duly created, organized and existing under the Constitution and laws of the State; and

WHEREAS, the City Council of the City (the “Governing Body”) has heretofore by **Resolution No. 18-021** of the City (the “Prior Resolution”) authorized certain internal improvements; and

WHEREAS, the estimated or probable cost of the proposed improvements and the project number authorized by the Prior Resolution has changed;

WHEREAS, pursuant to the receipt of a new petition (the “Petition”), it is necessary to authorize the improvements requested therein by the adoption of a new resolution of the City and repeal the Prior Resolution; and

WHEREAS, a petition (the “Petition”) was filed with the City Clerk of the City of Wichita, Kansas (the “City”) proposing certain internal improvements; and said Petition sets forth: (a) the general nature of the proposed improvements; (b) the estimated or probable cost of the proposed improvements; (c) the extent of the proposed improvement district to be assessed for the cost of the proposed improvements; (d) the proposed method of assessment; (e) the proposed apportionment of the cost between the improvement district and the City at large; and (f) a request that such improvements be made without notice and hearing as required by K.S.A. 12-6a01 *et seq.* (the “Act”); and

WHEREAS, K.S.A. 12-6a19 provides that whenever the construction of any water, stormwater, sanitary sewer or arterial street improvement is initiated by petition pursuant to the Act, the City may require the imposition of a benefit fee on property which is benefitted by such improvements but was not included within the original improvement district established for the levy of special assessments for such improvements; and

WHEREAS, the Petition contains a request that the City create an area for which benefit fees will be imposed pursuant to K.S.A. 12-6a19; and

WHEREAS, the City Council (the “Governing Body”) of the City hereby finds and determines that said Petition was signed by **the owners of record of more than one-half of the area** liable for assessment for the proposed improvements, and is therefore sufficient in accordance with the provisions of the Act.

THEREFORE, BE IT RESOLVED BY THE GOVERNING BODY OF THE CITY OF WICHITA, KANSAS:

Section 1. Repealer. The Prior Resolution is hereby repealed.

Section 2. Findings of Advisability. The Governing Body hereby finds and determines that:

(a) The improvements proposed to be made are as follows (the “Improvements”):

Construction of a water distribution system, including necessary water mains, pipes, valves, hydrants, and appurtenances to serve the Improvement District defined below.

(b) The estimated or probable cost of the proposed Improvements is: **\$57,700**, exclusive of interest on financing and administrative and financing costs; said estimated amount to be increased at the pro rata rate of 1 percent per month from and after the date of submission of the Petition to the City. If expenses have been incurred for the Improvements and construction has not started within two years of the initial design contract, the Improvements will be deemed abandoned and expenses incurred to date will be assessed against property in the Improvement District defined below in accordance with the provisions hereof.

(c) The extent of the proposed improvement district (the “Improvement District”) to be assessed for the costs of the proposed Improvements is:

Lots 21-27, Block A, and Lots 1-3, Block B, Cherese Woods Addition Wichita, Kansas

(d) The proposed method of assessment is **equally per lot (10 lots)**.

In the event all or part of the lots or parcels in the proposed Improvement District are reconfigured before or after assessments have been levied, the assessments against the replatted area shall be recalculated on a square foot basis.

(e) The apportionment of the cost of the Improvements, between the Improvement District and the City at large, is: **100%** to be assessed against the Improvement District and **0%** to be paid by the City-at-large.

(f) The payment of assessments to be imposed hereunder may be indefinitely deferred against those property owners eligible for deferral pursuant to the City’s Special Assessment Deferral Program.

(g) The property within the proposed Improvement District is subject to benefit fees to be imposed as a result of previously constructed **water main** improvements that benefit the property within the proposed Improvement District. Such benefit fees shall be imposed pursuant to K.S.A. 12-6a19, in the following manner: **\$23,929 assessed equally among all property within the proposed Improvement District equally per lot (10 lots)**.

Section 3. Authorization of Improvements. The Improvements are hereby authorized and ordered to be made in accordance with the findings of the Governing Body as set forth in **Section 2** of this Resolution.

Section 4. Plans and Specifications. The City Engineer shall prepare plans and specifications for said Improvements and a preliminary estimate of cost therefore, which plans, specifications and estimate shall be presented to the Governing Body for its approval.

Section 5. Bond Authority; Reimbursement. The Act provides for the Improvements to be paid by the issuance of general obligation bonds or special obligation bonds of the City (the “Bonds”). The Bonds may be issued to reimburse expenditures made on or after the date which is 60 days before the date of this Resolution, pursuant to Treasury Regulation § 1.150-2.

Section 6. Effective Date. This Resolution shall be effective upon adoption. This Resolution shall be published one time in the official City newspaper, and shall also be filed of record in the office of the Register of Deeds of Sedgwick County, Kansas.

ADOPTED by the City Council of the City of Wichita, Kansas, on December 28, 2021.

(SEAL)

Brandon J. Whipple, Mayor

ATTEST:

Karen Sublett, City Clerk

APPROVED AS TO FORM:

Jennifer Magaña, City Attorney and Director of Law

468-2021-040450

**PETITION
SANITARY SEWER IMPROVEMENTS – MONARCH LANDING COMMERCIAL ADDITION
WICHITA, SEDGWICK COUNTY, KANSAS**

TO: The Mayor and City Council (the "Governing Body")
City of Wichita, Kansas

1. The undersigned, being the owners of record of more than one-half of the area liable for assessment set forth below for the proposed improvements of the City of Wichita, Kansas (the "City"), do hereby request that said improvements be made in the manner provided by K.S.A. 12-6a01 *et seq.* (the "Act").

(a) The improvements proposed to be made are as follows (the "Improvements"):

Construction of a lateral sanitary sewer, including necessary sewer mains and appurtenances to serve the Improvement District defined below.

The Improvements shall be constructed in accordance with City standards and plans and specifications prepared or approved by the City Engineer.

(b) The estimated or probable cost of the proposed Improvements is \$44,000.00, exclusive of interest on financing and administrative and financing costs; said estimated amount to be increased at the pro rata rate of 1 percent per month from and after the date of submission of this Petition to the City. If expenses have been incurred for the Improvements and construction has not started within two years of the initial design contract, the Improvements will be deemed abandoned and expenses incurred to date will be assessed against property in the Improvement District defined below in accordance with the provisions hereof.

(c) The extent of the proposed improvement district (the "Improvement District") to be assessed for the costs of the proposed Improvements is:

MONARCH LANDING COMMERCIAL ADDITION
Parcel A, Parcel B, Parcel C (See *Exhibit A* attached hereto)
Lot 3, Block A

(d) The proposed method of assessment is on a fractional basis as described below.

Parcel A shall pay 3/6 of the total cost of the assessments; Parcels B and C, and Lot 3, Block A, Monarch Landing Commercial Addition, shall each pay 1/6 of the total cost of the assessments.

In the event all or part of the lots or parcels in the proposed Improvement District are reconfigured before or after assessments have been levied, the assessments against the replatted area shall be recalculated on a square foot basis.

(e) The proposed apportionment of the cost of the Improvements, between the Improvement District and the City at large, is 100% to be assessed against the Improvement District and 0% to be paid by the City-at-large.



(f) The payment of assessments proposed to be imposed hereunder may be indefinitely deferred against those property owners eligible for deferral pursuant to the City's Special Assessment Deferral Program.

2. It is further requested that the proposed Improvements be made without notice and hearing as required by the Act.

3. If the Improvements are: (i) abandoned, altered and/or constructed privately, in part or whole, precluding the building of the Improvement under the authority of this Petition and the Act; or (ii) it is necessary for the City to redesign, repair or reconstruct the Improvements after its initial design and/or construction because the design and/or construction does not meet the requirements of City code provisions; any costs incurred by the City as a result of submission of this Petition shall be assessed to property within the proposed Improvement District in accordance with the provisions hereof.

4. Names may not be withdrawn from this Petition by the signers hereof after the Governing Body commences consideration of this Petition, or, later than seven (7) days after the filing hereof, whichever occurs first.

5. The Governing Body is further requested to proceed with adoption of a resolution authorizing the Improvements and establishing the Improvement District in accordance with the Act and the construction of the Improvements in an expeditious manner.

Signature	Dated	Property Owned Within Proposed Improvement District
Monarch Landing Investments, LLC By: Ritchie Investment Company, LLC Manager By:  Jeff Mullen, President/CEO	<u>12/8/21</u>	<u>MONARCH LANDING COMMERCIAL ADDITION</u> Parcel A, Parcel B and Parcel C (See attached Exhibit A)
Emprise Bank By:  Name: <u>SCOTT SHIRLEY</u> Title: <u>VP OF FACILITIES</u>	<u>12/8/21</u>	<u>MONARCH LANDING COMMERCIAL ADDITION</u> Lot 3, Block A

THIS PETITION was filed in my office on 12/14/2021.



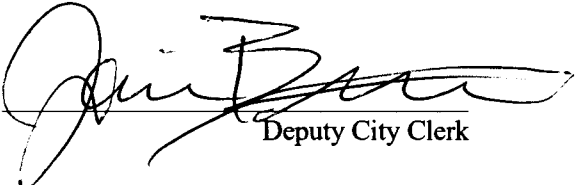

Deputy City Clerk

EXHIBIT A

PARCEL A:

That part of Lot 2, Block A, Monarch Landing Commercial, an Addition to Wichita, Sedgwick County, Kansas, described as follows: Beginning at the northwest corner of said Lot 2; thence N88°54'06"E, coincident with the north line of said Lot 2, 729.80 feet to the northeast corner of said Lot 2; thence S00°40'59"E, coincident with a segment of the east line of said Lot 2, 225.42 feet to a deflection corner in the east line of said Lot 2; thence S07°53'05"W coincident with a segment of the east line of said Lot 2, 101.12 feet to a deflection corner in the east line of said Lot 2; thence S00°38'46"E coincident with a segment of the east line of said Lot 2, 26.00 feet to a deflection corner in the east line of said Lot 2, said deflection corner also being the northeast corner of Lot 3, in said Block A; thence S89°21'14"W coincident with a segment of the east line of said Lot 2, 268.80 feet to the northwest corner of said Lot 3; thence continuing S89°21'14"W as extended west to a point on a segment of the west line of said Lot 2, 443.55 feet; thence N01°03'57"W coincident with a segment of the west line of said Lot 2, 70.49 feet to a deflection corner in the west line of said Lot 2; thence N01°04'26"W coincident with a segment of the west line of said Lot 2, 275.18 feet to the point of beginning.

PARCEL B:

That part of Lot 2, Block A, Monarch Landing Commercial, an Addition to Wichita, Sedgwick County, Kansas, described as follows: Commencing at the northwest corner of said Lot 2; thence S01°04'26"E coincident with a segment of the west line of said Lot 2, 275.18 feet to a deflection corner in the west line of said Lot 2; thence S01°03'57"E coincident with a segment of the west line of said Lot 2, 70.49 feet to a point on the west line of said Lot 2 and for a point of beginning; thence N89°21'14"E coincident with an extended segment of the east line of said Lot 2, 221.77; thence S01°04'29"E parallel with a segment of the east line of said Lot 2, 242.66 feet to a point on the south line of said Lot 2; thence S88°55'31"W coincident with the south line of said Lot 2, 221.81 feet to the southwest corner of said Lot 2; thence N01°03'57"W coincident with a segment of the west line of said Lot 2, 244.32 feet to the point of beginning.

PARCEL C:

That part of Lot 2, Block A, Monarch Landing Commercial, an Addition to Wichita, Sedgwick County, Kansas, described as follows: Commencing at the northwest corner of said Lot 2; thence S01°04'26"E coincident with a segment of the west line of said Lot 2, 275.18 feet to a deflection corner in the west line of said Lot 2; thence S01°03'57"E coincident with a segment of the west line of said Lot 2, 70.49 feet to a point on the west line of said Lot 2; thence N89°21'14"E coincident with an extended segment of the east line of said Lot 2, 221.77 for a point of beginning; thence continuing N89°21'14"E, 221.77 feet to a deflection corner in the east line of said Lot 2, said corner also being the northwest corner of Lot 3, in said Block A; thence S01°04'29"E coincident with a segment of the east line of said Lot 2, 228.57 feet to point on the south line of said Lot 2; thence S80°23'40"W coincident with the south line of said Lot 2, 83.81 feet to a deflection corner in the south line of said Lot 2; thence S88°55'31"W coincident with the south line of said Lot 2, 138.89 feet; thence N01°04'29"W, 242.66 feet to the point of beginning.

Lot 3, Block A, Monarch Landing Commercial Addition

(Published in the *Wichita Eagle*, on December 31, 2021)

RESOLUTION NO. 21-462

A RESOLUTION DETERMINING THE ADVISABILITY OF THE MAKING OF CERTAIN INTERNAL IMPROVEMENTS IN THE CITY OF WICHITA, KANSAS; MAKING CERTAIN FINDINGS WITH RESPECT THERETO; AND AUTHORIZING AND PROVIDING FOR THE MAKING OF THE IMPROVEMENTS IN ACCORDANCE WITH SUCH FINDINGS (SANITARY SEWER IMPROVEMENTS–MONARCH LANDING COMMERCIAL ADDITION) (468-2021-040450).

WHEREAS, the City of Wichita, Kansas (the “City”) is a municipal corporation, duly created, organized and existing under the Constitution and laws of the State; and

WHEREAS, the City Council of the City (the “Governing Body”) has heretofore by **Resolution No. 15-336** of the City (the “Prior Resolution”) authorized certain internal improvements; and

WHEREAS, the estimated or probable cost of the proposed improvements, the extent of the proposed improvement district and project number authorized by the Prior Resolution has changed; and

WHEREAS, pursuant to the receipt of a new petition (the “Petition”), it is necessary to authorize the improvements requested therein by the adoption of a new resolution of the City and repeal the Prior Resolution; and

WHEREAS, the Petition was filed with the City Clerk proposing certain internal improvements; and said Petition sets forth: (a) the general nature of the proposed improvements; (b) the estimated or probable cost of the proposed improvements; (c) the extent of the proposed improvement district to be assessed for the cost of the proposed improvements; (d) the proposed method of assessment; (e) the proposed apportionment of the cost between the improvement district and the City at large; and (f) a request that such improvements be made without notice and hearing as required by K.S.A. 12-6a01 *et seq* (the “Act”); and

WHEREAS, the Governing Body hereby finds and determines that said Petition was signed **by the owners of record of more than one-half of the area** liable for assessment for the proposed improvements, and is therefore sufficient in accordance with the provisions of the Act.

THEREFORE, BE IT RESOLVED BY THE GOVERNING BODY OF THE CITY OF WICHITA, KANSAS:

Section 1. Repealer. The Prior Resolution is hereby repealed.

Section 2. Findings of Advisability. The Governing Body hereby finds and determines that:

(a) The improvements proposed to be made are as follows (the “Improvements”):

Construction of a lateral sanitary sewer, including necessary sewer mains and appurtenances to serve the Improvement District defined below.

(b) The estimated or probable cost of the proposed Improvements is **\$44,000.00**, exclusive of interest on financing and administrative and financing costs; said estimated amount to be increased at the pro rata rate of 1 percent per month from and after the date of submission of the Petition to the City. If expenses have been incurred for the Improvements and construction has not started within two years of the initial design contract, the Improvements will be deemed abandoned and expenses incurred to date will be assessed against property in the Improvement District defined below in accordance with the provisions hereof.

(c) The extent of the proposed improvement district (the "Improvement District") to be assessed for the costs of the proposed Improvements is:

MONARCH LANDING COMMERCIAL ADDITION
Parcel A, Parcel B, Parcel C (See Exhibit A attached hereto)
Lot 3, Block A

(d) The proposed method of assessment is **on a fractional basis as described below:**

Parcel A shall pay 3/6 of the total cost of the assessments; Parcels B and C, and Lot 3, Block A, Monarch Landing Commercial Addition, shall each pay 1/6 of the total cost of the assessments.

In the event all or part of the lots or parcels in the proposed Improvement District are reconfigured before or after assessments have been levied, the assessments against the replatted area shall be recalculated on a square foot basis.

(e) The proposed apportionment of the cost of the Improvements, between the Improvement District and the City at large, is: **100%** to be assessed against the Improvement District and **0%** to be paid by the City-at-large.

(f) The payment of assessments to be imposed hereunder may be indefinitely deferred against those property owners eligible for deferral pursuant to the City's Special Assessment Deferral Program.

Section 3. Authorization of Improvements. The Improvements are hereby authorized and ordered to be made in accordance with the findings of the Governing Body as set forth in **Section 2** of this Resolution.

Section 4. Plans and Specifications. The City Engineer shall prepare plans and specifications for said Improvements and a preliminary estimate of cost therefore, which plans, specifications and estimate shall be presented to the Governing Body for its approval.

Section 5. Bond Authority; Reimbursement. The Act provides for the Improvements to be paid by the issuance of general obligation bonds or special obligation bonds of the City (the "Bonds"). The Bonds may be issued to reimburse expenditures made on or after the date which is 60 days before the date of adoption of the Prior Resolution, and 60 days before the date of adoption of this Resolution, to the extent of the increased authorization contained herein, all pursuant to Treasury Regulation § 1.150-2.

Section 6. Effective Date. This Resolution shall be effective upon adoption. This Resolution shall be published one time in the official City newspaper, and shall also be filed of record in the office of the Register of Deeds of Sedgwick County, Kansas.

ADOPTED by the City Council of the City of Wichita, Kansas, on December 28, 2021.

(SEAL)

Brandon J. Whipple, Mayor

ATTEST:

Karen Sublett, City Clerk

APPROVED AS TO FORM:

Jennifer Magaña, City Attorney
and Director of Law

EXHIBITA

PARCEL A:

That part of Lot 2, Block A, Monarch Landing Commercial, an Addition to Wichita, Sedgwick County, Kansas, described as follows: Beginning at the northwest corner of said Lot 2; thence N88°54'06"E, coincident with the north line of said Lot 2, 729.80 feet to the northeast corner of said Lot 2; thence S00°40'59"E, coincident with a segment of the east line of said Lot 2, 225.42 feet to a deflection corner in the east line of said Lot 2; thence S07°53'05"W coincident with a segment of the east line of said Lot 2, 101.12 feet to a deflection corner in the east line of said Lot 2; thence S00°38'46"E coincident with a segment of the east line of said Lot 2, 26.00 feet to a deflection corner in the east line of said Lot 2, said deflection corner also being the northeast corner of Lot 3, in said Block A; thence S89°21'14"W coincident with a segment of the east line of said Lot 2, 268.80 feet to the northwest corner of said Lot 3; thence continuing S89°21'14"W as extended west to a point on a segment of the west line of said Lot 2, 443.55 feet; thence N01°03'57"W coincident with a segment of the west line of said Lot 2, 70.49 feet to a deflection corner in the west line of said Lot 2; thence N01°04'26"W coincident with a segment of the west line of said Lot 2, 275.18 feet to the point of beginning.

PARCEL B:

That part of Lot 2, Block A, Monarch Landing Commercial, an Addition to Wichita, Sedgwick County, Kansas, described as follows: Commencing at the northwest corner of said Lot 2; thence S01°04'26"E coincident with a segment of the west line of said Lot 2, 275.18 feet to a deflection corner in the west line of said Lot 2; thence S01°03'57"E coincident with a segment of the west line of said Lot 2, 70.49 feet to a point on the west line of said Lot 2 and for a point of beginning; thence N89°21'14"E coincident with an extended segment of the east line of said Lot 2, 221.77; thence S01°04'29"E parallel with a segment of the east line of said Lot 2, 242.66 feet to a point on the south line of said Lot 2; thence S88°55'31"W coincident with the south line of said Lot 2, 221.81 feet to the southwest corner of said Lot 2; thence N01°03'57"W coincident with a segment of the west line of said Lot 2, 244.32 feet to the point of beginning.

PARCEL C:

That part of Lot 2, Block A, Monarch Landing Commercial, an Addition to Wichita, Sedgwick County, Kansas, described as follows: Commencing at the northwest corner of said Lot 2; thence S01°04'26"E coincident with a segment of the west line of said Lot 2, 275.18 feet to a deflection corner in the west line of said Lot 2; thence S01°03'57"E coincident with a segment of the west line of said Lot 2, 70.49 feet to a point on the west line of said Lot 2; thence N89°21'14"E coincident with an extended segment of the east line of said Lot 2, 221.77 for a point of beginning; thence continuing N89°21'14"E, 221.77 feet to a deflection corner in the east line of said Lot 2, said corner also being the northwest corner of Lot 3, in said Block A; thence S01°04'29"E coincident with a segment of the east line of said Lot 2, 228.57 feet to point on the south line of said Lot 2; thence S80°23'40"W coincident with the south line of said Lot 2, 83.81 feet to a deflection corner in the south line of said Lot 2; thence S88°55'31"W coincident with the south line of said Lot 2, 138.89 feet; thence N01°04'29"W, 242.66 feet to the point of beginning.

Lot 3, Block A, Monarch Landing Commercial Addition

CMB'S FOR December 28, 2021

<u>Renew</u>	<u>2021</u>	<u>Consumption Off Premises</u>
Himali Joshi	Canterberry Mart***	5805 W. Kellogg
Jaswal Kulwinder	Petro America #3***	1161 N. Broadway
Susan Halliday	Walgreens #05769***	3333 E. Central Ave
Susan Halliday	Walgreens #06361***	1330 N. Woodlawn St
Susan Halliday	Walgreens #06363***	3770 N. Woodlawn Blvd
<u>Renew</u>	<u>2021</u>	<u>Consumption On Premises</u>
Fernando Martinez	Marisqueria El Tucanazo**	1607 S. Broadway
Leticia Cisneros	Westway Event Center by Lya**	2561 S. Seneca St, Ste 10
Martha Granados	Usuluteco Restaurant**	2265 S. Seneca
Serijio Valadez	Tawueria La Chona**	3415 E. Harry St
<u>New`</u>	<u>2021</u>	<u>Consumption On Premises</u>
Santiago Munoz	Angry Elephant**	756 N. Tyler Rd
Sheldon Howell	Park City Rangers, Inc**	1402 N. Ohio

** General/Restaurant (need 50% or more gross revenue from sale of food)

*** Retailer (Grocery stores, convenience stores, etc.)

THE CITY OF WICHITA, Wichita, Kansas
Department of Public Works

**PRELIMINARY ESTIMATES
FOR CITY COUNCIL DECEMBER 28, 2021**

- a. 2022 Outsourced Pavement Preservation Program CIP Microsurfacing and Street Repair (Various Locations) (472-2022-085800/E1107/E9040/E0045/S0003/40101922/40101919/40101920/53200020/56092070) Traffic to be maintained during construction using flagpersons and barricades. (District I,II,III,IV,VI) - \$2,982,445.34

To be Bid: December 17, 2021

PRELIMINARY ESTIMATE of the cost of:2022 Outsourced Pavement Preservation Program CIP Microsurfacing and Street Repair
(Various Locations)All work done and all materials furnished to be in accordance with plans and specifications
on file in the office of the City Engineer.**MEASURED QUANTITY BID ITEMS - Microsurfacing - E1107**

1	Micro-Surfacing, Residential (19-21 lbs/sy)	557,749	sy
2	Micro-Surfacing Seal, Residential ISSA - I (9-12 lbs/sy)	32,930	sy
3	Pavement Markings, 24" (Thermoplastic)	500	lf

MEASURED QUANTITY BID ITEMS - Street Repair - E1107

4	Partial Depth Asphalt Repair (BM-2)(PG64-22)	1,225	tn
5	Crack Seal	60,000	lbs
6	Thermal Crack Repair (Heavy Duty)	1,000	lf
7	6" Reinf. Concr. Pavement Repair	300	sy
8	8" Reinf. Concr. Pavement Repair	600	sy
9	6" Reinf. Concr. Base Repair	1,160	sy
10	Combined Curb and Gutter	3,220	lf
11	6" Concr. Driveway Repair	1,500	sf
12	8" Concr. Driveway Repair	800	sf
13	7" Reinf. Concr. Valley Gutter Repair	1,500	sy
14	Mono Curb (Valley Gutter)	2,000	lf
15	Wheelchair Ramp Construction w/Det. Warn.	14	ea
16	4" Sidewalk Rem & Repl	1,050	sf
17	Protection Curb	200	lf
18	Crushed Rock Base	150	tn
19	Inlet Hookup	2	ea
20	Street Sign Relocation	2	ea

MEASURED QUANTITY BID ITEMS - Sanitary Sewer - S1002

21	Adj. SS MH (New Ring & Lid) (Standard Frame)	8	ea
22	Adj. SS MH (New Ring & Lid) (Large Frame)	3	ea
23	Adj. SS MH (Existing Ring & Lid)	3	ea

MEASURED QUANTITY BID ITEMS - Storm Water - 56092070

24	Adj. SWS MH (New Ring & Lid) (Standard Frame)	2	ea
25	Adj. SWS MH (New Ring & Lid) (Large Frame)	2	ea
26	Adj. SWS MH (Existing Ring & Lid)	2	ea

Construction Subtotal

Engineering & Inspection E1107

Administration E1107

Publication E1107

Contingency

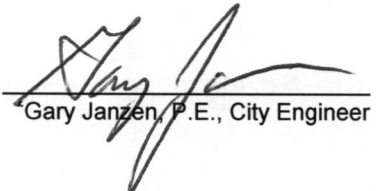
Total Estimated Cost

\$2,982,445.34

CITY OF WICHITA)

STATE OF KANSAS) SS

I do solemnly swear that the above amount is correct, reasonable and just.


 Gary Janzen, P.E., City Engineer
Sworn to and subscribed before me this _____
(DATE)

City Clerk

40101922/40101919/40101920/53200021/56092070 E1107/E9040/E0045/S1002/- 472-2022-085800

Page _____

EXHIBIT

**City of Wichita
City Council Meeting
December 28, 2021**

TO: Mayor and City Council

SUBJECT: Odor Control Additive Contractual Services (All Districts)

INITIATED BY: Department of Public Works & Utilities

AGENDA: Consent

Recommendation: Approve the agreement for sewage treatment odor control services by USP Technologies.

Background: Odor control is a priority component of sewage treatment operations. Chemical treatment is the most cost-effective approach to controlling odors at the City's four treatment plants. Peroxide Regenerated Iron-Sulfide Control (PRI-SC) is the utility's preferred method of treatment. PRI-SC is highly effective at controlling sulfide-based odors and helps to hold down cost by overcoming limitations involved with other chemical applications. Like some other chemical applications, PRI-SC provides the added benefit of helping to control corrosion within sewage collection and treatment systems.

Analysis: On September 28, 2021, the City issued a request for proposals to provide sewage treatment odor control services. One qualified proposal was received from USP Technologies, the City's current service provider. Based on the evaluation of the proposal and cost for services, the Staff Screening and Selection Committee determined that USP Technologies best meets the City's needs for sewage treatment odor and corrosion control.

Odors in the sanitary sewer system fluctuate according to discernable patterns directly related to changes in flow, influent dynamics, and weather conditions. USP Technologies' treatment package can take fluctuations into account and dial in treatment by utilizing a proprietary software program whereby real-time monitoring inputs automatically adjust chemical dosing rates. This optimizes chemical dosing, treatment reactions within the system, and associated program costs.

The City received several reports of odors in October of 2021. In response, staff requested and USP Technologies performed, an extensive odor control survey at USP Technologies' cost. Based on the survey analysis, USP Technologies has agreed to add the following services to the proposed contract:

- Implement data driven relocation of chemical feed sites to optimize odor control.
- Utilize monitoring data and predictive modeling to reduce hydrogen sulfide peaks according to established patterns.
- Implement updated technology and enhanced plant boundary monitoring to detect even lower levels of hydrogen sulfide to better address off-site migration of odors.
- Perform an annual, comprehensive Plant 2 odor control survey and if warranted, adjust chemical feed station sites and dosages.
- Provide a viewable dashboard showing real time dosage system conditions and hydrogen sulfide levels for each monitoring point to help predict and control odor events.

Financial Considerations: This contract period will be for one year, at \$1.30 per gallon of ferrous chloride and \$4.61 per gallon of hydrogen peroxide, with two one-year options to renew the contract. Annual costs for the odor control additive service will not exceed \$800,000. The price includes: all chemicals, operation and maintenance of all equipment, real-time, computerized system monitoring and controls, and routine reporting. Funding is available in the 2022 Adopted Budget Sewage Treatment Operations.

Legal Considerations: The contract has been reviewed and approved as to form by the Law Department.

Recommendation/Action: It is recommended that the City Council approve the contract with USP Technologies and authorize the necessary signatures.

Attachment: Contract.

CONTRACT 21200152
for
ODOR AND CORROSION CONTROL SERVICES

THIS CONTRACT entered into this 14th day of December, 2021 by and between the **CITY OF WICHITA, KANSAS**, a municipal corporation, hereinafter called "**CITY**", and **U.S. PEROXIDE, LLC DBA USP TECHNOLOGIES**, whose principal office is at 1375 Peachtree Street, Suite 300N, Atlanta, Georgia 30309, Telephone Number (404) 352-6070, hereinafter called "**VENDOR**".

WHEREAS, the **CITY** has solicited proposals for **Odor and Corrosion Control Services** (solicitation number – FP210266); and

WHEREAS, **VENDOR** has submitted the proposal most beneficial to the **CITY** and is ready, willing, and able to provide the commodities and/or services required by the **CITY**.

NOW, THEREFORE, the parties hereto agree as follows:

1. Scope of Services. **VENDOR** shall provide to the **CITY** all those commodities and/or services specified in its response to solicitation number – FP210266, which are incorporated herein by this reference the same as if it were fully set forth. The attached Exhibits and the proposal package, including all specifications, plans and addenda, provided by the City of Wichita as part of the proposal letting process for solicitation number – FP210266, shall be considered a part of this contract and is incorporated by reference herein. Additionally, **VENDOR** agrees to perform a Plant 2 fence line boundary odor monitoring survey, and once per year, perform a site wide odor survey at Plant 2. Chemical feed sites and rates will be adjusted to address odor sources detected in the surveys to minimize off site migration of odors.

Program goals for odor and corrosion control are:

<10 ppm average gaseous hydrogen sulfide from February 1st through October 31st at Plant One and Plant Two clarifier monitoring points
< 20 ppm average gaseous hydrogen sulfide from November 1st through January 31st
<0.5 mg/L of dissolved aqueous hydrogen sulfide collected at the Plant One and Plant Two influent monitoring points.

If a one day average exceeds 50 ppm of hydrogen sulfide and/or one time instantaneous hydrogen sulfide peak reading exceeds 200 ppm, then the City has the right to terminate this contract.

Sites: 2 wastewater treatment plants, and at 2305 E 57th Street S (Plant 2), and at 4182 N.135th Street West (Plant 3), and a Main Pump Station that pumps to Plant 2, and (Plant 1) at 3100 S Grove

2. Compensation. CITY agrees to pay to **VENDOR** the following **unit price** for Sewage Treatment Odor control additive for Plant 2 and the collection system serving Plant, the solicitation number – FP210266 for the Public Works & Utilities Department, Sewage Treatment Division as shown below as compensation as per the proposal, plans, specifications, addenda and **VENDOR's** proposal of September 28, 2021, and as approved by the City Council on December 14, 2021.

<u>Description</u>	<u>Unit Cost Per Gallon</u>
Materials:	
FeCl ₂ (~875 gal/day estimate)	\$1.30
H ₂ O ₂ (~225 gal/day estimate)	\$4.61

Contract Amount – Not to Exceed \$800,000.00 per Year
Billing Terms – Net Thirty (30) Days

3. Term. The term of this contract shall be effective from **January 1, 2022 through December 31, 2022**, with options to renew the contract under the same terms and conditions for two (2) successive one (1) year terms by mutual agreement of the parties. This contract is subject to cancellation by the city, at its discretion at any time within the original contract term or within any successive renewal, upon thirty (30) days written notice to **VENDOR**.

4. Indemnification and Insurance.

a. **VENDOR** shall save and hold the **CITY** harmless against all suits, claims, damages and losses for injuries to persons, property or other liability loss arising from or caused by errors, omissions or negligent acts of **VENDOR**, its officers, agents, servants, or employees, occurring in the performance of its services under this Contract, or arising from any defect in the materials or workmanship of any product provided in the performance of this Contract.

b. **CONTRACTOR** will carry insurance coverage during the term of this contract and any extensions thereof in the amounts and manner provided as follows:

1. Commercial General Liability covering premises—operations, xcu (explosion, collapse and underground) hazards, Product/Completed operations, Broad Form Property Damage, and Contractual Liability with minimum limits as follows:

Bodily Injury Liability	\$500,000 each occurrence
	\$500,000 each aggregate

Property Damage Liability	\$500,000 each occurrence
	\$500,000 each aggregate

Or

Bodily Injury and Property Damage Liability (Combined Single Limit)	\$500,000 each occurrence
	\$500,000 each aggregate

2. Automobile Liability - Comprehensive Form including all owned, hired and non-owned vehicles with minimum limits for:

Bodily Injury Liability	\$500,000 each accident
Property Damage Liability	\$500,000 each accident

Or

Bodily Injury and Property Damage Liability (Combined Single Limit)	\$500,000 each accident
---	-------------------------

3. Workers' Compensation to meet Statutory requirements.

4. Employers Liability	\$100,000 Each Accident
	\$500,000 Aggregate
	\$100,000 Occupational Disease

The Insurance Certificate must contain the following:

The City of Wichita shall be added as primary and non-contributory additional insured. The policy shall also provide coverage for contractor's/vendor's contractual obligations created in the Agreement. Coverage shall be the greater of the requirements stated here or the contractor's existing policy.

5. No Assignment. The services to be provided by the **VENDOR** under this Contract are personal and cannot be assigned, delegated, sublet or transferred without the specific written consent of the **CITY**.

6. Incorporation. The attached Exhibit A and B are incorporated into this contract as if fully set forth here.

7. Third Party Exclusion. This Agreement is intended solely for the benefit of City and Contractor and is not intended to benefit, either directly or indirectly, any third party or member(s) of the public at large. No third party may sue for damages based on the terms or performance of this Agreement.

IN WITNESS WHEREOF, the parties have set their hands the day and year first above written.

ATTEST:

CITY OF WICHITA, KANSAS

Karen Sublett
City Clerk

Brandon J. Whipple
Mayor

APPROVED AS TO FORM:

**U.S. PEROXIDE, LLC
DBA USP TECHNOLOGIES**

Jennifer Magana
City Attorney and Director of Law

Signature

Print Name

Title (Managing Member)

EXHIBIT A
CITY OF WICHITA MANDATORY CONTRACTUAL PROVISIONS ATTACHMENT

1. Terms Herein Controlling Provisions: The terms of this attachment shall prevail and control over the terms of any other conflicting provision in any other document relating to and a part of the Agreement.
2. Choice of Law: This Agreement shall be interpreted under and governed by the laws of the State of Kansas. Any dispute or cause of action that arises in connection with this Agreement will be brought before a court of competent jurisdiction in Sedgwick County, Kansas.
3. Termination Due To Lack of Funding Appropriation: If, in the judgment of the City's Director of Finance, sufficient funds are not appropriated to continue the function performed in this Agreement and for the payment of the charges hereunder, City may terminate this Agreement at the end of its current fiscal year. City agrees to give written notice of termination to Contractor at least thirty (30) days prior to the end of its current fiscal year, and shall give such notice for a greater period prior to the end of such fiscal year as may be provided for in the Agreement, except that such notice shall not be required prior to ninety (90) days before the end of such fiscal year. Contractor shall have the right, at the end of such fiscal year, to take possession of any equipment provided to City under the Agreement. City will pay to Contractor all regular contractual payments incurred through the end of such fiscal year, plus contractual charges incidental to the return of any related equipment. Upon the effective termination of the Agreement by City, title to any such equipment shall revert to Contractor. The termination of the Agreement pursuant to this paragraph shall not cause any penalty to be charged to the City or the Contractor.
4. Disclaimer of Liability: City shall not hold harmless or indemnify any Contractor beyond that liability incurred under the Kansas Tort Claims Act (K.S.A. 75-6101 et seq.).
5. Acceptance of Agreement: This Agreement shall not be considered accepted, approved or otherwise effective until the statutorily required approvals and certifications have been given.
6. Arbitration, Damages, Jury Trial and Warranties: The City does not ever accept binding arbitration or the payment of damages or penalties upon the occurrence of a contingency, and expressly denies such acceptance for this Agreement. The City never consents to a jury trial to resolve any disputes that may arise hereunder, and expressly denies such consent for this Agreement. Contractor waives its right to a jury trial to resolve any disputes that may arise hereunder. No provision of any document within the Agreement between the Parties will be given effect which attempts to exclude, modify, disclaim or otherwise attempt to limit implied warranties of merchantability and fitness for a particular purpose.
7. Representative's Authority to Contract: By signing this Agreement, the representative of the Contractor thereby represents that such person is duly authorized by the Contractor to execute this Agreement on behalf of the Contractor and that the Contractor agrees to be bound by the provisions thereof.
8. Federal, State and Local Taxes: Unless otherwise specified, the proposal price shall include all applicable federal, state and local taxes. Contractor shall pay all taxes lawfully imposed on it with respect to any product or service delivered in accordance with this Agreement. City is exempt from state sales or use taxes and federal excise taxes for direct purchases. These taxes shall not be included in the Agreement. Upon request, City shall provide to the Contractor a certificate of tax exemption.

City makes no representation as to the exemption from liability of any tax imposed by any governmental entity on the Contractor.
9. Insurance: City shall not be required to purchase any insurance against any liability loss or damage to which this Agreement relates, nor shall this Agreement require the City to establish a "self-insurance" fund to protect against any such loss or damage. Subject to the provisions of the Kansas Tort Claims Act (K.S.A. 75-6101 et seq.), Contractor shall bear the risk of any loss or damage to any personal property to which Contractor holds title.
10. Conflict of Interest: Contractor shall not knowingly employ, during the period of this Agreement or any extensions to it, any professional personnel who are also in the employ of the City and providing services involving this Agreement or services similar in nature to the scope of this Agreement to the City. Furthermore, Contractor shall not knowingly employ, during the period of this Agreement or any extensions to it, any City employee who has participated in the making of this Agreement until at least two years after his/her termination of employment with the City.
11. Confidentiality: Contractor may have access to private or confidential data maintained by City to the extent necessary to carry out its responsibilities under this Agreement. Contractor must comply with all the requirements of the Kansas Open Records Act (K.S.A. 42-215 et seq.) in providing services and/or goods under this Agreement. Contractor shall accept full responsibility for providing adequate supervision and training to its agents and employees to ensure compliance with the Act. No private or confidential data collected, maintained or used in the course of performance of this Agreement shall be disseminated by either party except as authorized by statute, either during the period of the Agreement or thereafter. Contractor must agree to return any or all data furnished by the City promptly at the request of City in whatever form it is maintained by Contractor. Upon the termination or

expiration of this Agreement, Contractor shall not use any of such data or any material derived from the data for any purpose and, where so instructed by City, shall destroy or render such data or material unreadable. The parties accept that City must comply with the Kansas Open Records Act, and will produce upon written request all documents pertaining to this Agreement other than those covered by express exceptions to disclosure listed in the Act.

12. Cash Basis and Budget Laws. The right of the City to enter into this Agreement is subject to the provisions of the Cash Basis Law (K.S.A. 10-1112 and 10-1113), the Budget Law (K.S.A. 79-2935), and all other laws of the State of Kansas. This Agreement shall be construed and interpreted so as to ensure that the City shall at all times stay in conformity with such laws, and as a condition of this Agreement the City reserves the right to unilaterally sever, modify, or terminate this Agreement at any time if, in the opinion of its legal counsel, the Agreement may be deemed to violate the terms of such laws.
13. Anti-Discrimination Clause. Contractor agrees: (a) to comply with the Kansas Act Against Discrimination (K.S.A. 44-1001 et seq.) and the Kansas Age Discrimination in Employment Act (K.S.A. 44-1111 et seq.) and the applicable provisions of the Americans with Disabilities Act (42 U.S.C. 12101 et seq.) (ADA) and to not discriminate against any person because of race, religion, color, sex, disability, national origin, ancestry, or age in the admission or access to, or treatment or employment in, its programs and activities; (b) to include in all solicitations or advertisements for employees the phrase "equal opportunity employer;" (c) to comply with the reporting requirements set out at K.S.A. 44-1031 and K.S.A. 44-1116; (d) to include those provisions in every subcontract or purchase order so that they are binding upon such subcontractor or vendor; (e) that a failure to comply with the reporting requirements of (c) above or if the Contractor is found guilty of any violation of such acts by the Kansas Human Rights Commission, such violation shall constitute a breach of contract and the Agreement may be cancelled, terminated or suspended, in whole or in part by City, without penalty thereto; and (f) if it is determined that the Contractor has violated applicable provisions of the ADA, such violation shall constitute a breach of the Agreement and the Agreement may be cancelled, terminated or suspended, in whole or in part by City, without penalty thereto.

Parties to this Agreement understand that the provisions of this paragraph 13 (with the exception of those provisions relating to the ADA) are not applicable to a contractor who employs fewer than four employees during the term of this Agreement or whose contracts with the City cumulatively total \$5,000 or less during the City's fiscal year.

14. Suspension/Debarment. Contractor acknowledges that as part of the Code of Federal Regulations (2 C.F.R. Part 180) a person or entity that is debarred or suspended in the System for Award Management (SAM) shall be excluded from federal financial and nonfinancial assistance and benefits under federal programs and activities. All non-federal entities, including the City of Wichita, must determine whether the Contractor has been excluded from the system and any federal funding received or to be received by the City in relation to this Agreement prohibits the City from contracting with any Contractor that has been so listed. In the event the Contractor is debarred or suspended under the SAM, the Contractor shall notify the City in writing of such determination within five (5) business days as set forth in the Notice provision of this Agreement. City shall have the right, in its sole discretion, to declare the Agreement terminated for breach upon receipt of the written notice. Contractor shall be responsible for determining whether any sub-contractor performing any work for Contractor pursuant to this Agreement has been debarred or suspended under the SAM and to notify City within the same five (5) business days, with the City reserving the same right to terminate for breach as set forth herein.
15. Compliance with Law. Contractor shall comply with all applicable local, state and federal laws and regulations in carrying out this Agreement, regardless of whether said local, state and federal laws are specifically referenced in the Agreement to which this attached is incorporated.

EXHIBIT B
CITY OF WICHITA MANDATORY INDEPENDENT CONTRACTOR ADDENDUM

1. This Agreement shall satisfy all tax and other governmentally imposed responsibilities including, but not limited to payment of: state, federal, and social security taxes; unemployment taxes; workers' compensation and self-employment taxes. No federal, state, or local taxes of any kind shall be withheld or paid by City.
2. The parties agree that as an independent contractor, Contractor is not entitled to any benefits from City, including but not limited to: (a) unemployment insurance benefits; (b) workers' compensation coverage; or (c) health insurance coverage. Contractor may only receive such coverages if provided by Contractor or an entity other than City. Subject to the foregoing, Contractor hereby waives and discharges any claim, demand, or action against City's workers' compensation insurance and/or health insurance and further agrees to indemnify City for any such claims related to Contractor's operations or the performance of services by Contractor hereunder.
3. The parties hereby acknowledge and agree that City will not: (a) require Contractor to work exclusively for City; (b) establish means or methods of work for Contractor, except that City may provide plans and specifications regarding the work but will not oversee the actual work. City may establish performance standards for the contracted outcomes; (c) pay to Contractor a salary or hourly rate, but rather will pay to Contractor a fixed or contract rate; (d) provide training for Contractor on performance of the services to be done; City may provide informational briefing on known conditions; (e) provide tools or benefits to Contractor (materials and equipment may be supplied if negotiated); (f) dictate the time of Contractor's performance; and (g) pay Contractor personally; instead, City will make all checks payable to the trade or business name under which Contractor does business.
4. Contractor does not have the authority to act for City, to bind City in any respect whatsoever, or to incur debts or liabilities in the name of or on behalf of City.
5. Unless given express written consent by City, Contractor agrees not to bring any other party (including but not limited to employees, agents, subcontractors, sub-subcontractors, and vendors) onto the project site.
6. If Contractor is given written permission to have other parties on the site, and Contractor engages any other party which may be deemed to be an employee of Contractor, Contractor will be required to provide the appropriate workers' compensation insurance coverage as required by this Agreement.
7. Contractor has and hereby retains control of and supervision over the performance of Contractor's obligations hereunder. Contractor agrees to retain control over any allowed parties employed or contracted by Contractor for performing the services hereunder and take full and complete responsibility for any liability created by or from any actions or individuals brought to the project by Contractor.
8. Contractor represents that it is engaged in providing similar services to the general public and not required to work exclusively for City.
9. All services are to be performed solely at the risk of Contractor and Contractor shall take all precautions necessary for the safety of its and the City's employees, agents, subcontractors, sub-subcontractors, vendors, along with members of the general public it encounters while performing the work.
10. Contractor will not combine its business operations in any way with City's business operations and each party shall maintain their operations as separate and distinct.

**City of Wichita
City Council Meeting
December 28, 2021**

TO: Mayor and City Council

SUBJECT: Public Exigency – Emergency Sewer Repairs and Change Order No. 2 for 2021 Sanitary Sewer Rehabilitation Phase A-Cured-In-Place-Pipe (CIPP) (All Districts)

INITIATED BY: Department of Public Works & Utilities

AGENDA: Consent

Recommendations: Affirm the Public Exigency for Sewer Repairs and approve Change Order No. 2.

Background: On April 6, 2021, the City Council approved a contract with Utility Maintenance Contractors, LLC (UMC) for 2021 Sanitary Sewer Rehabilitation Phase A to install CIPP liner on sanitary sewer mains at various locations throughout the City. The following change order has been processed for this project to date:

Change Order	Date Processed or Approved	Provided	Cost
Original	April 6, 2021	Original construction contract.	\$320,226
Change Order No. 1	November 1, 2021	Sewer point repair, re-installation of liner	\$39,911
		Total contract cost to date.	\$360,137

Analysis: Approximately 870 feet of eight-inch diameter sanitary sewer main constructed in 1967 near Harry and Gouverneur was scheduled to receive CIPP. The contractor inspected the pipe by televised video in preparation for CIPP installation on October 7, 2021, and found a 141 feet segment of clay pipe partially collapsed, preventing installation of the CIPP. The 141 feet segment of clay pipe requires replacement by open trench methods.

A proposed change order cost was received from UMC for \$54,877 to replace the eight-inch pipe. Due to the change in scope of work, staff prepared a public bid to replace the pipe. Two bids were received on October 29, 2021; both bids exceeded the Engineer's Estimate. The low bidder withdrew the bid before signing a contract. The second and only other bid exceeded the proposed change order cost from UMC by \$19,539, or 35%.

Staff monitored the condition of the pipe after the initial collapse. The pipe condition deteriorated further and needed immediate repair. Potential risk of sewer blockage is the reason for this exigency memo.

The proposed Change Order No. 2 includes the public exigency work as well as work necessary for open trench point repair at an additional site due to partial collapse, liner material cost, and to re-line the sewer after repair. All other work on the project is complete and this is expected to be the final change order.

Financial Considerations: The cost for Change Order No. 2 is \$86,318. The total of all change orders to date is \$126,229, which brings the total contract amount to \$446,455. Funding is available in the 2021 Sewer Collection Mains Replacement Program.

Legal Considerations: City Code Section 2.64.020(c), “Public Exigency,” authorizes the City Manager to approve work in those instances where the urgency will not permit delay for a formal bid process. Emergency Sewer Repairs is a type of emergency covered by such section. The City Manager approved proceeding with this project on November 23, 2021. The Law Department has reviewed and approved Change Order No. 2.

Recommendation/Action: It is recommended that the City Council affirm the City Manager’s public exigency approval for emergency sewer repairs, approve Change Order No. 2 and authorize the necessary signatures.

Attachments: Memo to the City Manager and Change Order No. 2.

To: Utility Maintenance Contractors LLC

Project: 2021 SS Rehabilitation Phase A (CIPP)

Change Order No.: 2

Project No./Munis No./Org. Code:
468-2021-006034/S0030/53200020

Purchase Order: 21000530

CHARGE TO MUNIS No.: S0030

CHANGE ORDER TOTAL: \$ 86,318.00

Work for this Change Order cannot be completed until approved by all. Contractor should expect approximately 6 weeks for approval.

Please perform the following extra work at a cost not to exceed **\$ 54,877.00**

Additional Work: Open cut reconstruction repair.

Reason for Additional Work: Approximately 870 feet of 8-inch diameter sanitary sewer main constructed in 1967 near Harry and Gouverneur was scheduled to receive cured-in- place-pipe (CIPP). The contractor televised the pipe in preparation for CIPP installation on October 7, 2021, and found a 141 feet segment of clay pipe partially collapsed, preventing installation of the CIPP. The 141 feet segment of clay pipe, between manholes 5945-031 & 5945-030 requires replacement by open trench methods.

Line #	Item	Negotiated/ Bid	Qty	Unit Price	Extension
NEW	PVC Pipe, 8" SS	Negot'd	141.0 lf	183.00	\$25,803.00
NEW	SS Manhole Work	Negot'd	1.0 LS	6,979.00	\$6,979.00
NEW	Site Clearing	Negot'd	1.0 LS	11,725.00	\$11,725.00
NEW	Site Restoration	Negot'd	1.0 LS	10,370.00	\$10,370.00

Please perform the following extra work at a cost not to exceed **\$ 14,120.00**

Additional Work: Liner material cost.

Reason for Additional Work: Site 12 between manholes 5945-032 & 5945-008 was pre-cleaned and televised prior to CIPP installation. No defects were found. During initial installation of CIPP a partial pipe collapse required liner material to be removed. The collapse of host pipe prohibited the CIPP installation, Sewer Maintenance will make an emergency point repair to allow re-installation of CIPP.

Line #	Item	Negotiated/ Bid	Qty	Unit Price	Extension
NEW	CIPP Material Cost	Negot'd	1.0 LS	14,120.00	\$14,120.00

Please perform the following extra work at a cost not to exceed **\$ 17,321.00**

Additional Work: Open cut point repair. Re-line sewer.

Reason for Additional Work: Site 8 between manholes #5850-061 & 5850-060 was pre-cleaned and televised prior to CIPP installation. No defects were found prior to installation. After installation and cure of CIPP the host pipe partially collapsed and now requires an open trench point repair. This segment will be re-lined after

the point repair.

Line #	Item	Negotiated/ Bid	Qty	Unit Price	Extension
NEW	Site 8 Point Repair	Negot'd	1.0 LS	12,000.00	\$12,000.00
NEW	CIPP Material Cost	Negot'd	1.0 LS	5,321.00	\$5,321.00

CIP Budget Amount:	\$497,000.00	Original Contract Amt.:	\$320,226.00
Consultant: Staff		Current CO Amt.:	\$86,318.00
Total Exp. & Encum. To Date:	\$393,490.86	Amt. of Previous CO's:	\$39,911.00
		Total of All CO's:	\$126,229.00
CO Amount:	\$86,318.00		
Unencum. Bal. After CO:	\$17,191.14	Adjusted Contract Amt.:	\$446,455.00

Recommended By:

Steve Degenhardt, P.E.
Construction Division Manager

Date

Approved:

Gary Janzen, P.E.
City Engineer

Date

Approved:

Contractor

Date

Approved

Alan King
Director of Public Works & Utilities

Date

Approved as to Form:

Jennifer Magaña
City Attorney and Director of Law

Date

By Order of the City Council:

Brandon J. Whipple
Mayor

Date

Attest:_____

City Clerk



INTEROFFICE MEMORANDUM

TO: Robert Layton, City Manager
THROUGH: Alan King, Director of Public Works & Utilities *DH for AK*
FROM: Gary Janzen, City Engineer *GJ*
SUBJECT: Public Exigency for Emergency Sewer Repair
DATE: November 12, 2021

Utility Maintenance Contractors, LLC (UMC) was contracted to install cured-in-place-pipe (CIPP) liner on sanitary sewer mains at various locations throughout the City. Approximately 870 feet of 8-inch diameter sanitary sewer main constructed in 1967 near Harry and Gouverneur was scheduled to receive CIPP. The contractor televised the pipe in preparation for CIPP installation on October 7, 2021, and found a 141 feet segment of clay pipe partially collapsed, preventing installation of the CIPP.

The 141 feet segment of clay pipe requires replacement by open trench methods. A proposed change order cost was received from UMC for \$54,877 to replace the 8-inch pipe. Due to the change in scope of work, staff prepared a public bid to replace the pipe. Two bids were received on October 29, 2021; both bids exceeded the Engineer's Estimate. The low bidder withdrew their bid before signing a contract. The second and only other bid exceeded the proposed change order cost from UMC by \$19,539, or 35%.

Staff has monitored the condition of the pipe since the initial collapse. The pipe condition has deteriorated further and is now in urgent need of repair. The cost for pipe replacement by UMC remains \$54,877. Funding is available in the 2021 Sewer Collection Mains Replacement Program. The approximate six-week process for change order approval by the City Council will delay pipe replacement. Potential risk of sewer blockage is the reason for this Exigency Memo.

I request that you declare this a Public Exigency, which is defined under City Code, Section 2.64.020(c), as an instance when a public exigency will not permit the delay incident to advertising, as determined and approved by the City Manager. An approval line has been provided for your signature if you concur with this request. The subsequent agenda item will be prepared to obtain City Council acknowledgement of this declaration action.


Robert Layton, City Manager

City of Wichita
City Council Meeting
December 28, 2021

TO: Mayor and City Council
SUBJECT: Collateral Assignment of Project Area 1 and Project Area 2 Development Agreements (Union Station) (District I)
INITIATED BY: Office of Economic Development
AGENDA: Consent

Recommendation: Approve the collateral assignment of the development agreements between Union Station LLC (Developer), as assignor to Sunflower Bank N.A.(Lender), as assignee.

Background: On March 27, 2015, the City Council approved a development agreement between the City and Developer for the development of Project Area 1 and on August 14, 2018, and approved a development agreement for Project Area 2, for the Union Station redevelopment project. Those development agreements included pay-as-you-go Tax Increment Financing (TIF) financing to be distributed to the Developer for reimbursement of eligible TIF costs.

Union Station, LLC has financed the development of Project Area 1 and Project Area 2 through Sunflower Bank. The bank is now requesting a collateral assignment of the TIF revenue as security for the loan.

Analysis: The Developer has met the obligations under the Development Agreement regarding assignment of its rights and obligations to the Lender.

By taking a collateral assignment of the development agreements, in the event of a loan default by the Developer, the Lender may assume the Developer's position for TIF reimbursement. The Developer remains obligated to meet its remaining commitments under the development agreements.

Financial Considerations: There is no financial impact to the City as a result of the Collateral Assignment.

Legal Considerations: The City's Law Department has reviewed and approved the Collateral Assignment documents as to form.

Recommendation/Action: It is recommended that the City Council approve the Collateral Assignment of the Development Agreements.

Attachments: Collateral Assignment of Development Agreements

CITY CONSENT TO COLLATERAL ASSIGNMENT

This CITY CONSENT TO COLLATERAL ASSIGNMENT (this “Consent”), dated as of [] 2021, is made and entered into by and among the CITY OF WICHITA, KANSAS, a municipal corporation (“City”), SUNFLOWER BANK N.A., a national banking association (“Lender”), and UNION STATION, LLC, a Kansas limited liability company (“Developer” or “Borrower”). The following recitals form an integral part of this Consent:

WHEREAS, the City and the Developer are parties to that certain Development Agreement Regarding Development of Project Area 1 dated March 27, 2015 and that certain Development Agreement Regarding Development of Project Area 2 dated as of August 14, 2018 (as either or both may be further amended from time to time, collectively the “Development Agreements”), a copy of which is attached hereto as Exhibit A (capitalized terms used and not defined herein shall have the meaning given to them in the Development Agreements); and

WHEREAS, pursuant to the terms of the Development Agreements and Ordinance No. 50-528 (the “Approving Ordinance”), the City has established Union Station Project Fund (“Project Fund”) to receive Tax Increment Funds to reimburse the Developer for TIF Eligible Costs as permitted by the Development Agreement; and

WHEREAS, Lender has made a loan to Borrower in the maximum principal amount of \$23,527,500.00 (“Loan”), and as security for the Loan, Lender and Borrower entered that certain Collateral Assignment of Tax Increment Financing, under which Borrower has collaterally assigned, pledged, and granted a security interest in all of Borrower’s right, title, and interest into and to the Development Agreements and certain other rights or properties of Borrower with respect to the tax increment financing contemplated thereby, a copy of which is attached hereto as Exhibit B (the “TIF Assignment”); and

WHEREAS, Lender and Borrower desire to obtain the consent of the City and certain other acknowledgements and concessions related to the TIF Assignment on the terms set forth herein.

NOW THEREFORE, in consideration of the foregoing recitals, the agreements, promises and covenants herein and other good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, the parties to this Consent hereby agree as follows:

1. Consent. The City hereby acknowledges and consents to the collateral assignment, pledge, and grant of a security interest in all of Borrower’s right, title, and interest into and to the Development Agreements and certain other rights or properties of Borrower with respect to the tax increment financing as contemplated and provided for in the TIF Assignment.

2. Attornment. The City acknowledges that it will make full and complete attornment to and to accept performance of the Borrower’s obligations under the Development Agreements and all other documents contemplated thereby (the “Development Documents”) (without the necessity of any other or further attornment or instrument) from Lender or any assignee of Lender.

3. Lender's Right to Cure Developer Default. Developer hereby requests that the City add Lender to the Notices Section of the Development Agreements for all official notices and demands under the Development Agreements at the address set forth in Section 6.2 hereof. If any breach or default on the part of the Developer occurs under the Development Documents and the Developer fails to cure the same within any applicable cure or grace period (any such uncured breach or default being referred to herein as a "Developer Default"), Lender shall have the right, but not the obligation, to cure or cause the cure of such Developer Default on the same terms and under the same conditions as Developer under the Development Agreement, including any extension of the time for such cure that Developer or Lender may request and the City may grant in its reasonable discretion.

4. Representations.

4.1 The City represents to and for the benefit of Lender that, to the best of the City Representative's knowledge:

(a) There are no side letters or oral or other agreements which affect any terms of the Development Documents or the relationship between City and Developer.

(b) The Development Documents are in full force and effect on the date hereof and represent the valid, binding and enforceable obligations of City. The City is not in default under the Development Documents and has not breached any of the terms of the Development Documents.

(c) The City has not received any notice of prior sale, transfer or assignment, hypothecation or pledge of Developer's interest in the Development Documents, except for the prior assignment of the same to CIBC Bank, as Administrative Agent, or as otherwise set forth herein.

(d) None of the following events have occurred: (i) the filing of a petition in bankruptcy, insolvency or reorganization, or for the appointment of a receiver or trustee, affecting City, or (ii) the making of an assignment by City for the benefit of its creditors.

(e) The City has entered into the Development Agreement in accordance with the Approving Ordinance.

4.2 Lender hereby represents to and for the benefit of the City that:

(a) Lender has sufficient knowledge and experience in financial and business matters, including the purchase and ownership of limited revenue obligations and other taxable or true-exempt obligations, to be able to evaluate the risks and merits of the investment represented by the Development Documents.

(b) Lender understands that the Development Agreements and TIF Eligible Costs are repayable solely from funds available in Project Fund.

(c) Lender understands that the Project Fund does not constitute an indebtedness of the City or a loan or credit thereof within the meaning of any constitutional or statutory debt limitation or restriction.

4.3 Notwithstanding the foregoing, the parties hereto agree that Lender shall not be (i) liable for any act or omission of Developer under the Development Documents; or (ii) subject to any offsets or defenses which the City might have against Developer; or (iii) bound by any amendment or modification of the Development Documents made without Lender's prior written consent.

5. Reserved.

6. Miscellaneous.

6.1 Waiver. No waiver of any breach or default hereunder shall constitute or be construed as a waiver by Administrative Agent of any subsequent breach or default or of any breach or default of any other provisions of this Consent. Any waiver by Administrative Agent must be in writing and will not be construed as a continuing waiver. No waiver will be implied from any delay or failure to take action on account of any default of Developer.

6.2 Notices. Any notices required or permitted to be given under this Consent shall be in writing and shall be deemed to have been given if and when received if personally delivered, or on the second business day after being deposited in United States registered or certified mail, postage prepaid, and addressed to a party at its address set forth below or to such other address the party to receive such notice may have designated to all other parties by notice in accordance herewith:

If to Lender:

Sunflower Bank, N.A
165 S. Rock Island, Ste. 100
Wichita, KS 67202
Attention: Alan Goodnight

If to City:

City of Wichita
Attention: City Manager
455 North Main Street
Wichita, Kansas 67202
Fax: (316) 268-4519

If to Developer:

Union Station, LLC
c/o Occidental Management, Inc.
Attention: Troy Marquis
8111 East 32nd Street North,
Suite 101
Wichita, Kansas 67226

With copies to:

Foulston Siefkin LLP
1551 N. Waterfront Pkwy.,
Ste. 100
Wichita, KS 67206-4466
Attn: William R. Wood, II

and

City of Wichita
Attention: City Clerk
455 North Main Street
Wichita, Kansas 67202

With copies to:

Occidental Management, Inc.
Attention: General Counsel
8111 East 32nd Street North,
Suite 101
Wichita, Kansas 67226

and

City of Wichita
Attention: City Attorney
455 North Main Street
Wichita, Kansas 67202

or to such other address the party to receive such notice may have theretofore furnished to all other parties any notice in accordance herewith. Except as otherwise specifically required herein, no notice of the exercise of any right or option granted to Administrative Agent herein is required to be given.

6.3 Counterparts. This Consent may be executed in any number of counterparts, each of which shall be deemed an original, but all of which shall constitute one and the same Consent.

6.4 Governing Law. This Consent and the terms, provisions and conditions herewith shall be governed by and construed and enforced in accordance with the internal laws of the State of Kansas (without giving effect to the conflicts of law provisions thereof).

6.5 General. This Consent may not be modified or amended except by written agreement of each of the parties hereto. The headings contained herein have been inserted for convenience of reference only and shall in no way restrict or otherwise modify any of the terms and provisions hereof. If any term, covenant or condition of this Consent, or the application thereof to any person or circumstance, shall to any extent be invalid or unenforceable, the remainder of this Consent, or the application of such term, covenant or condition to persons or circumstances other than those as to which it is invalid or unenforceable, shall not be affected thereby and each term, covenant and condition of this Consent shall be valid and enforceable to the fullest extent permitted by law. This Consent represents the entire agreement between the parties and all prior negotiations and communications between the parties concerning the subject loan are superseded hereby.

6.6 No Release of Developer. The execution of this Consent by the City shall not release the Developer from any of its duties and obligations originating from the Development Agreement and shall not preclude the City from enforcing its rights and remedies granted in the Development Agreement against the Developer.

REMAINDER OF PAGE INTENTIONALLY LEFT BLANK

IN WITNESS WHEREOF, the parties hereto have caused this Consent to be duly executed as of the year and date first set forth above.

CITY:

CITY OF WICHITA, KANSAS

By: _____
Name:
Title:

Attest:

By: _____
Name:
Title:

Approved as to form:

By: _____
Name:
Title:

DEVELOPER/BORROWER:

UNION STATION, LLC

By: _____

Name: Gary L. Oborny

Title: Manager

LENDER:

SUNFLOWER BANK, N.A.

By: _____
Name:
Title:

City of Wichita
City Council Meeting
December 28, 2021

TO: Mayor and City Council

SUBJECT: Sedgwick County Paratransit Service Agreement

INITIATED BY: Wichita Transit

AGENDA: Consent

Recommendation: Approval of the service agreement and authorize necessary signatures.

Background: Sedgwick County Developmental Disability Organization (SCDDO) has developed an opportunity for clients with limited or no income to receive transportation services. These individuals need transportation access for employment, day programs and other services to enhance their quality of life. SCDDO will contract paratransit rides for these clients from Wichita Transit. All services within the same paratransit service area and hours.

Analysis: In efforts to meet the transportation needs of its clients, SCDDO is contracting with Wichita Transit to provide paratransit trips. Based on SCDDO funding committee determination and an approved Wichita Transit application for services, clients will be approved for up to \$1,500 worth of paratransit trips billed monthly to the agency. SCDDO will provide a funding plan for each approved client. Once funds have been utilized, the client will be responsible for the cost of their paratransit trips scheduled.

This agreement will remain in effect until June 30, 2022, with the option for extension based on the funding availability of the agency.

Financial Considerations: SCDDO has allocated up to \$25,000 to contract paratransit services with Wichita Transit through June 30, 2022. Paratransit rides will be provided at the rate of \$3.50 for one-way trip or \$7 for round-trip travel to be billed monthly.

Legal Considerations: The Law Department has reviewed and approved the agreement as to form.

Recommendations/Actions: It is recommended that the City Council approve the agreement and authorize the necessary signatures.

Attachment:

- Paratransit Service Agreement

PARATRANSIT SERVICES AGREEMENT

by and between:

SEDGWICK COUNTY, KANSAS
and
CITY OF WICHITA, KANSAS

This Agreement made and entered into this ____ day of _____, 2021, by and between Sedgwick County, Kansas (“County”) and City of Wichita, Kansas (“Contractor” or “City”).

WITNESSETH:

WHEREAS, County, by and through its Sedgwick County Developmental Disability Organization (“SCDDO”), wishes to contract with Contractor to provide transportation services to assist individuals in need of transportation services who are referred to Contractor by SCDDO staff; and

WHEREAS, Contractor warrants that it is capable of providing such services; and

WHEREAS, County and Contractor desire to state the terms and conditions under which Contractor will provide said services.

NOW, THEREFORE, in consideration of the following mutual conditions, covenants and promises contained herein, the parties hereto agree as follows:

1. Purpose and Scope of Work. Contractor shall provide paratransit services through Contractor’s regular public transportation (bus) services provided to the community at-large. For individuals identified by County, Contractor will provide paratransit rides to such designated individuals at the per individual rate of \$3.50 for one-way travel within a single day and \$7.00 for round trip travel within a single day. County is responsible for providing information to Contractor regarding which individuals and which specific rides for such individuals are covered within a County funding plan document that will be completed in conjunction with this Agreement. Once an individual is eligible for trips within this Agreement, the individual and/or their guardian will then schedule paratransit rides through Contractor / Wichita Transit. Contractor / Wichita Transit will then submit monthly invoices to County for the approved rides, at the rates indicated within this Section and identifying the individuals to whom rides have been provided by Contractor / Wichita Transit. The invoices shall be sent by Contractor to the attention of the SCDDO Director or such other County staff member as may be designated by the SCDDO Director. Within 30 days of County’s receipt of such invoices, County shall pay Contractor the amount due.

2. Term. This Agreement becomes effective upon approval by both parties and is scheduled to last through June 30, 2022. In the event that the term has lapsed and the parties are negotiating a potential extension of this Agreement or entering into a similar new agreement, the parties may continue to perform under the terms and conditions of this Agreement until such new agreement is effective.

3. Contractual Relationship. It is agreed that the legal relationship between Contractor and County is of a contractual nature. Both parties assert and believe that Contractor is acting as an independent contractor in providing the goods and services and performing the duties required by County hereunder. Contractor is at all times acting as an independent contractor and not as an officer, agent, or employee of

County. As an independent contractor, Contractor, or employees of Contractor, will not be within the protection or coverage of County's worker's compensation insurance, nor shall Contractor, or employees of Contractor, be entitled to any current or future benefits provided to employees of County. Further, County shall not be responsible for the withholding of social security, federal, and/or state income tax, or unemployment compensation from payments made by County to Contractor.

4. Authority to Contract. Contractor assures it possesses legal authority to contract these services; that resolution, motion or similar action has been duly adopted or passed as an official act of Contractor's governing body, authorizing the signing of this Agreement, including all understandings and assurances contained therein, and directing and authorizing the person identified as the official representative of Contractor to act in connection with the application and to provide such additional information as may be required.

5. Compensation. Under no circumstances shall compensation for services provided under this Agreement exceed \$25,000.00 within the term identified within Section 2 of this Agreement. Contractor is under no obligation to provide any services identified within Section 1 of this Agreement after the \$25,000.00 compensation cap has been exhausted. Contractor cannot be requested to provide uncompensated services.

6. Notification. Notifications required pursuant to this Agreement shall be made in writing and mailed to the addresses shown below. Such notification shall be deemed complete upon mailing.

County: Sedgwick County Developmental Disability Organization
Attn: SCDDO Director
615 N. Main
Wichita, Kansas 67203

and

Sedgwick County Counselor's Office
Attn: Contract Notification
Sedgwick County Courthouse
525 N. Main, Suite 359
Wichita, Kansas 67203-3790

Contractor: City of Wichita
Attn: Transit Director
777 E Waterman
Wichita, Kansas 67202

and

City of Wichita Law Department
Attn: Contract Notification
455 N Main, 13th Floor
Wichita, KS 67202

7. **Termination.** Either party may terminate this Agreement with not less than sixty (60) days written notice to the other party at the addresses included in Section 6 of this Agreement.

8. **Entire Agreement.** This Agreement contains all the terms and conditions agreed upon by both parties. No other understandings, oral or otherwise, regarding the subject matter of this Agreement shall be deemed to exist or to bind any of the parties hereto. Any agreement not contained herein shall not be binding on either party, nor shall it be of any force or effect.

9. **Assignment.** Neither this Agreement nor any rights or obligations created by it shall be assigned or otherwise transferred by either party without the prior written consent of the other. Any attempted assignment without such consent shall be null and void.

10. **Amendments.** Neither this Agreement nor any rights or obligations created by it shall be amended by either party without the prior written consent of the other. Any attempted amendment without such consent shall be null and void.

11. **Subcontracting.** None of the work or services covered by this Agreement shall be subcontracted without the prior written approval of County. In the event subcontracting is approved by County, Contractor shall remain totally responsible for all actions and work performed by its subcontractors. All approved subcontracts must conform to applicable requirements set forth in this Agreement and in its appendices, exhibits and amendments, if any.

12. **Cash Basis and Budget Laws.** The right of the County to enter into this Agreement is subject to the provisions of the Cash Basis Law (K.S.A. 10-1112 and 10-1113), the Budget Law (K.S.A. 79-2935), and all other laws of the State of Kansas. This Agreement shall be construed and interpreted so as to ensure that the County shall at all times stay in conformity with such laws, and as a condition of this Agreement the County reserves the right to unilaterally sever, modify, or terminate this Agreement at any time if, in the opinion of its legal counsel, the Agreement may be deemed to violate the terms of such laws.

13. **Anti-Discrimination Clause.** Contractor agrees: (a) to comply with the Kansas Act Against Discrimination (K.S.A. 44-1001 *et seq.*) and the Kansas Age Discrimination in Employment Act (K.S.A. 44-1111 *et seq.*) and the applicable provisions of the Americans with Disabilities Act (42 U.S.C. 12101 *et seq.*) (ADA) and to not discriminate against any person because of race, religion, color, sex, disability, national origin or ancestry, or age in the admission or access to, or treatment or employment in, its programs and activities; (b) to include in all solicitations or advertisements for employees the phrase "equal opportunity employer;" (c) to comply with the reporting requirements set out at K.S.A. 44-1031 and K.S.A. 44-1116; (d) to include those provisions, to the extent required by law, in every subcontract or purchase order so that they are binding upon such subcontractor or vendor; (e) that a failure to comply with the reporting requirements of (c) above or if the Contractor is found guilty of any violation of such acts by the Kansas Human Rights Commission in relation to Contractor's performance of this Agreement, such violation shall constitute a breach of contract and the Agreement may be cancelled, terminated or suspended, in whole or in part by County, without penalty thereto; and (f) if it is determined that the Contractor has violated applicable provisions of the ADA in relation to the Contractor's performance of this Agreement, such violation shall constitute a breach of the Agreement and the Agreement may be cancelled, terminated or suspended, in whole or in part by County, without penalty thereto.

14. **Severability Clause.** In the event that any provision of this Agreement is held to be unenforceable, the remaining provisions shall continue in full force and effect.

IN WITNESS WHEREOF, the parties hereto have executed this Agreement as of the day and year first above written.

SEDGWICK COUNTY, KANSAS

CITY OF WICHITA, KANSAS

Thomas J. Stolz
County Manager

Brandon Whipple
Mayor

APPROVED AS TO FORM ONLY:

APPROVED AS TO FORM ONLY:

Justin M. Waggoner
Assistant County Counselor

Jennifer L. Magaña
City Attorney and Director of Law

ATTESTED TO:

ATTESTED TO:

Kelly B. Arnold
County Clerk

Karen Sublett
City Clerk

City of Wichita
City Council Meeting
December 28, 2021

TO: Mayor and City Council

SUBJECT: 2022 Grants Review Committee Appointments

INITIATED BY: Housing and Community Services Department

AGENDA: Consent

Recommendation: Approve appointments to the 2022 Grants Review Committee and authorize the City Manager to appoint replacements in the event that appointees are unable to fulfill the obligation.

Background: Establishment of the Grants Review Committee (GRC) is a component of the City's Citizen Participation Plan strategy for federal funds. On March 28, 2000, the City Council approved a change in the composition of the GRC when the Human Services Advisory Board and the Citizen Participation Organization were disbanded. Subsequently, the GRC included 12 representatives as follows: District Advisory Boards I, III, IV and VI (one representative each), United Way, Sedgwick County, USD 259, Wichita State University, large business, small business (one representative each), and Wichita Independent Neighborhoods, Inc. (two representatives). On December 7, 2010, the City Council expanded membership of the GRC to include representatives from Districts II and V, for a total of 14 members.

Analysis: The GRC has responsibility for reviewing proposals received for the Community Development Block Grant (CDBG), Emergency Solutions Grant (ESG), and the HOME Investments Partnerships Program (HOME). CDBG Public Services activity proposals prioritized in the Consolidated Plan include Domestic Violence Shelter Services and Youth Enrichment and Crime Prevention programs. The GRC also reviews ESG homeless shelter and homeless prevention activity proposals. Finally, applications for HOME Investment Partnerships Program set aside funding from Community Housing Development Organizations are also reviewed by the GRC. This year's request for proposals will inform a two-year funding cycle, and the GRC will not reconvene to review applications until early 2024 in preparation for the next two-year funding period.

To accomplish this work for the 2022-2023 and 2023-2024 program years, the GRC will hold at least one public hearing to allow for oral presentations and feedback from citizens. Following review of the proposals and applications, and following the public hearing, the GRC will make funding recommendations for presentation to the City Council.

Nominations for the 2022 GRC have been received in accordance with the representation schedule listed above. A list of nominees is attached.

Financial Considerations: None.

Legal Considerations: None.

Recommendation/Action: It is recommended that the City Council approve appointments to the 2022 Grants Review Committee and authorize the City Manager to appoint replacements, in the event that appointees are unable to fulfill the obligation.

Attachment: 2022 Grants Review Committee Nominee List

**2022 GRANTS REVIEW COMMITTEE
NOMINEE LIST**

Small Business

Rich Smola

Large Business

James Holland

District Advisory Boards

- I Kaytie Brozek
- II Faith Martin
- III Jessica Lucas
- IV Matt Lashley
- V Lamont Anderson
- VI Sergio Devora-Najera

Sedgwick County

Tania Cole

United Way

Peter Najera

USD #259

Hilary Trudo

Wichita State University

Andy Schlapp

Wichita Independent Neighborhoods, Inc.

Janice Rich

James Thompson

SECOND READING ORDINANCES FOR December 28, 2021 (FIRST READ December 21, 2021)

a. ORDINANCE NO. 51-690

AN ORDINANCE AUTHORIZING THE CITY OF WICHITA, KANSAS TO ISSUE ITS TAXABLE INDUSTRIAL REVENUE BONDS, SERIES XIII, 2021 (225 SYCAMORE PROJECT) FOR THE PURPOSE OF PAYING THE COSTS OF THE ACQUISITION, CONSTRUCTION AND EQUIPPING OF AN APARTMENT COMPLEX; AND AUTHORIZING CERTAIN OTHER DOCUMENTS AND ACTIONS IN CONNECTION THEREWITH.

b. ORDINANCE NO. 51-691

AN ORDINANCE APPROPRIATING THE AMOUNTS SET UP IN EACH FUND IN THE BUDGET; PROVIDING FOR THE PAYMENT OF ALL CLAIMS AND CHARGES AGAINST THE ACCOUNTS PROVIDED FOR THEREIN; AND APPROVING AND RATIFYING THE PAYMENT OF ALL CLAIMS AGAINST THE ACCOUNTS.

c. ORDINANCE NO. 51-692

AN ORDINANCE CHANGING THE ZONING CLASSIFICATIONS OR DISTRICTS OF CERTAIN LANDS LOCATED IN THE CITY OF WICHITA, KANSAS, UNDER THE AUTHORITY GRANTED BY THE WICHITA-SEDGWICK COUNTY UNIFIED ZONING CODE, SECTION V-C, AS ADOPTED BY SECTION 28.04.010, AS AMENDED.

Case No. ZON2021-00046

d. ORDINANCE NO. 51-693

AN ORDINANCE PROVIDING FOR A UNIFORM SCHEDULE OF STANDARD PAY RANGES FOR EXEMPT EMPLOYEES OF THE CITY OF WICHITA, REPEALING ORDINANCE NO. 51-387.

e. ORDINANCE NO. 51-694

AN ORDINANCE ESTABLISHING POSITION CLASSIFICATIONS FOR EXEMPT EMPLOYEES OF THE CITY OF WICHITA AND PRESCRIBING PAY RATES BY REFERENCE TO POSITION CLASSIFICATIONS IN THE SCHEDULE OF PAY RANGES REPEALING ORDINANCES NO. 51-386.

f. ORDINANCE NO. 51-695

AN ORDINANCE PROVIDING FOR A UNIFORM SCHEDULE OF STANDARD PAY RANGES FOR NON-EXEMPT EMPLOYEES OF THE CITY OF WICHITA, REPEALING ORDINANCE NO. 51-389, BE IT ORDAINED BY THE GOVERNING BODY OF THE CITY OF WICHITA.

g. ORDINANCE NO. 51-696

AN ORDINANCE ESTABLISHING POSITION CLASSIFICATIONS FOR NON-EXEMPT EMPLOYEES OF THE CITY OF WICHITA AND PRESCRIBING PAY RATES BY REFERENCE TO POSITION CLASSIFICATIONS IN THE SCHEDULE OF PAY RANGES REPEALING ORDINANCE NO. 51-388.

City of Wichita
City Council Meeting
December 28, 2021

TO: Mayor and City Council

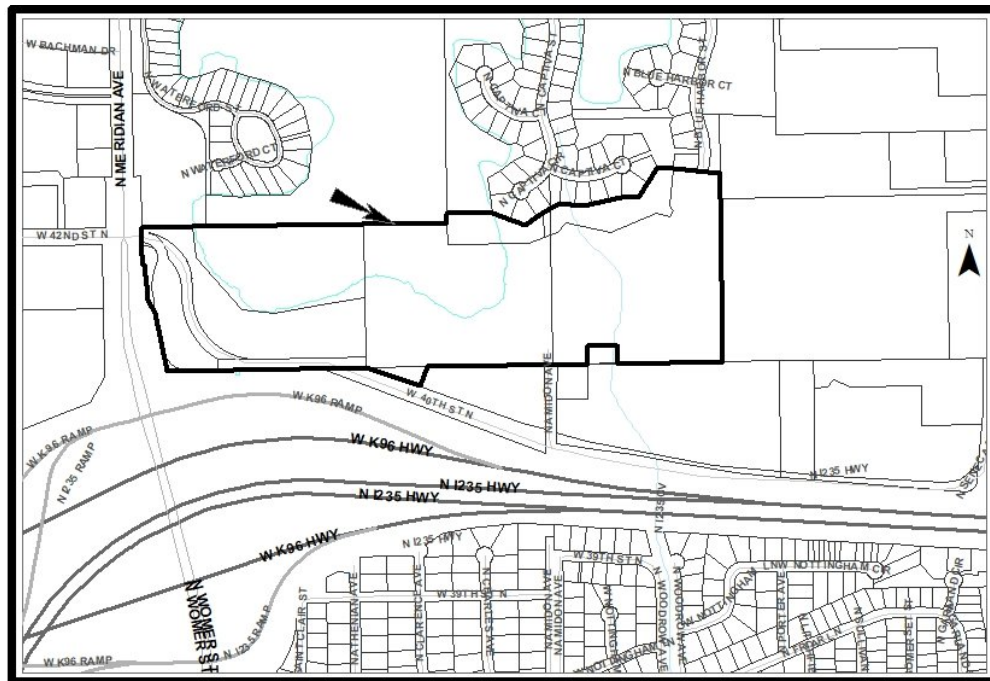
SUBJECT: SUB2020-00057 -- Plat of Harbor Isle Commercial 1st Addition Located on the Northeast Corner of I-235 Highway and North Meridian Avenue (District VI)

INITIATED BY: Metropolitan Area Planning Department

AGENDA: Planning (Consent)

MAPC Recommendation: Approve the plat (13-0).

Staff Recommendation: Approve the plat.



Financial Considerations: There are no financial considerations associated with the plat.

Legal Considerations: The Law Department has reviewed and approved the pertinent documents as to form and the documents will be recorded with the Register of Deeds.

Recommendations/Actions: It is recommended that the City Council approve the documents and plat and authorize the necessary signatures.

Attachments: Certificate of Petition.
Encroachment Agreement.
Notice of Community Unit Plan.
Declaration of Cross Lot Access and Easement.
Restrictive Covenants.

CERTIFICATE OF PETITION

STATE OF KANSAS)
COUNTY OF SEDGWICK) SS:

We, South Harbor, L.L.C., a Kansas limited liability company, and Harbor Properties, L.L.C., a Kansas limited liability company, owners of HARBOR ISLE COMMERCIAL 1ST ADDITION, Wichita, Sedgwick County, Kansas, do hereby certify that petition(s) for the following improvements have been submitted to the City Council of the City of Wichita, Kansas:

1. Sanitary Sewer Improvements
2. Water Improvements
3. Paving Improvements

As a result of the above-mentioned petition(s) for improvements, all lots or portions thereof within Harbor Isle Commercial 1st Addition, may be subject to special assessments assessed thereto for the cost of constructing the above-described improvements.

Signed this 10th day of November, 2021.

SOUTH HARBOR, L.L.C.
a Kansas limited liability company

By: Brad C. Bachman
Brad C. Bachman, Member

HARBOR PROPERTIES, L.L.C.
a Kansas limited liability company

By: Brad C. Bachman
Brad C. Bachman, Member

STATE OF KANSAS)
COUNTY OF SEDGWICK) SS:

BE IT REMEMBERED that on this 10th day of November, 2021, before me, the undersigned, a notary public in and for the County and State aforesaid, came Brad C. Bachman, as Member of South Harbor, L.L.C., a Kansas limited liability company, who is personally known to me to be the same person who executed the within instrument of writing and such person duly acknowledged execution of the same to be the act and deed of said limited liability company.

IN TESTIMONY WHEREOF, I have hereunto set my hand and affixed my official seal the day and year above written.



Lunette A. Sauber
Notary Public

(My Appointment Expires: 09-20-2022)

STATE OF KANSAS)
COUNTY OF SEDGWICK) SS:

BE IT REMEMBERED that on this 10th day of November, 2021, before me, the undersigned, a notary public in and for the County and State aforesaid, came Brad C. Bachman, as Member of Harbor Properties, L.L.C., a Kansas limited liability company, who is personally known to me to be the same person who executed the within instrument of writing and such person duly acknowledged execution of the same to be the act and deed of said limited liability company.

IN TESTIMONY WHEREOF, I have hereunto set my hand and affixed my official seal the day and year above written.



Lunette A. Sauber
Notary Public

(My Appointment Expires: 09-20-2022)

ENCROACHMENT AGREEMENT

EA 2021-0006

THIS ENCROACHMENT AGREEMENT, made this 10th day of November, 2021, by and between South Harbor, L.L.C., a Kansas limited liability company, and Harbor Properties, L.L.C., a Kansas limited liability company, parties of the first part (hereinafter referred to as "Owner") and the City of Wichita, party of the second part (hereinafter referred to as "City").

WITNESSETH:

WHEREAS, the public has been or will be granted easements within the boundary of Harbor Isle Commercial 1st Addition, either by virtue of the plat or separate instrument (hereinafter referred to as "Easements"); and

WHEREAS, Owner desires or may desire to construct private improvements within said Easements (hereinafter referred to as "Improvements");

NOW THEREFORE, in consideration of the premises and the several mutual and reciprocal promises of the parties, it is agreed as follows:

- (1) City hereby agrees to allow Owner to construct Improvements without footings within said Easements limited to pavement, concrete slabs, pavers and landscaping including irrigation systems and berms, and trash enclosures (non-structural fence only), provided that no Improvement shall cause a waterline within Easements to be buried in excess of seven feet, nor cause an existing manhole to be deeper than allowed by its diameter per City Specifications;

And to construct Improvements with footings within said Easements limited to light poles (including electrical conduit, perpendicular to easement, directly to light pole), signs and non-structural fenceposts, provided that a minimum of five horizontal feet of clear space is maintained between all said footings and the outside of the nearest utility pipe when measured horizontally. Masonry walls may cross Easements provided all footings are outside the Easements.

Any manholes, valves, meters and/or fire hydrants buried by Improvements shall be adjusted to grade at the expense of Owner with engineered plans approved by the City Engineer. No Improvements may obstruct surface drainage.

Improvements other than indicated in this Agreement require a separate Use of Easement permit as per Title 10 of the City Code including the annual usage fee and insurance requirement.

- (2) Owner covenants and agrees that it will not begin construction of any Improvements with footings, trash enclosures, or berms without first submitting an **Encroachment Exhibit** including plan, profile, footing detail and specifications for such Improvements to the City Engineer for approval by the City Engineer and all franchised utilities. An **Encroachment Exhibit Submittal Form** shall accompany the Exhibit. The City Engineer and franchised utilities reserve the right to require adjustments to locations of Improvements. Owner further covenants and agrees that City, its successors and assigns, shall have no responsibility or obligation for the maintenance or repair of any Improvements, with or without footings. In the event that the Improvements are in need of repair, **Owner shall be responsible for the cost of any maintenance, reconstruction, and/or repair of any Improvements including pavement.** An Encroachment Exhibit shall be submitted to the City Engineer's Office for each encroachment instance.
- (3) In the event that any utility permitted within Easements is planned for construction or requires repair and/or maintenance and the same construction or repair is determined by the City Engineer to be impossible or impractical due to the presence of Improvements, Owner shall be obligated to (a) allow City to damage or remove by the best practices of the construction industry, any Improvements within said Easements; (b) remove Improvements and clear Easements; or (c) pay the costs of tunneling under Improvements to allow for construction, repair and/or maintenance of the permitted utility. After being notified by City of the planned repair, maintenance or construction, Owner shall have fifteen (15) days to notify City of its option. If removal of the structure is selected, then Owner shall have 30 days from the date in which the Owner communicated its selection to the City to complete the removal of said Improvements. If Owner fails to remove Improvements or agree to pay the costs of tunneling under Improvements within thirty (30) days, City may remove or damage any Improvements within Easements, with Owner being responsible to pay the costs to remove and replace that portion of Improvements within Easements. The time to select an option or remove Improvements may be extended by City in writing. City is not obligated to repair or replace Improvements.
- (4) In the event of an emergency or situation in which extensive notice is not feasible, that requires a repair and/or maintenance of any permitted utility within Easements, and the same repair and/or maintenance is determined by the City Engineer to be impossible or impractical due to the presence of Improvements, City may damage or remove by the best practices of the construction industry, Improvements within Easements, with the Owner being responsible to pay the costs to remove that portion of Improvements within Easements. City is not obligated to repair or replace Improvements including pavement.
- (5) Owner agrees to protect and indemnify City and adjacent property owners against any increased cost related to new extensions for future development or service connections

that may accrue to them due to the necessity of construction of greater distance to avoid conflicts with any Improvements that may be built within Easements. In the event Owner fails to provide such indemnification, Owner agrees that City may charge any cost incurred by the greater distance against the property of Owner.

- (6) Owner agrees to indemnify and hold harmless City from any and all claims for personal injury and/or property damage resulting from the leaking, cave-in or failure of that portion of said utility within Easements for which injury and/or damage is caused by the presence of Improvements. Owner hereby releases City from any and all claims that it might have for property damage caused by work performed by City, or its employees, agents and contractors, in connection with the inspection, repair and/or maintenance of the Easements.
- (7) **Owner agrees to pay the current Easement Use Permit application fee** per Title 10 of Municipal Code for Improvements with footings and trash enclosures for each Encroachment Exhibit submitted. There will be no recurring annual fee or insurance requirements for the encroachments allowed by this Agreement.
- (8) The provisions contained herein are to be construed as covenants running with the land and may be enforced against any titleholder of the within described premises, so long as Improvements contemplated by this agreement are in existence.
- (9) This document creates a temporary, non-exclusive interest in real property and is not a construction contract governed by K.S.A. 16-121 as amended.

IN WITNESS WHEREOF: The parties hereto have caused these presents to be executed in their names the day and year set forth above.

OWNER

South Harbor, L.L.C.

a Kansas limited liability company

By 
Brad C. Bachman, Member

Harbor Properties, L.L.C.

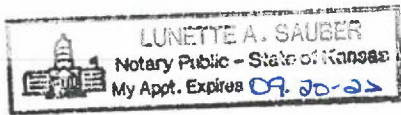
a Kansas limited liability company

By 
Brad C. Bachman, Member

STATE OF KANSAS, SEDGWICK COUNTY, ss:

BE IT REMEMBERED, that on this 10th day of November, 2021, before me, a Notary Public, in and for said county and state aforesaid, came Brad C. Bachman, Member, of South Harbor, L.L.C., a Kansas limited liability company to me personally known to be the same person(s) who executed the within and foregoing instrument and duly acknowledged the execution of the same as the authorized act and deed of the Limited Liability Company.

IN WITNESS WHEREOF, I have hereunto subscribed my name and affixed my official seal, the day and year last written.



Lunette A. Sauber
Notary Public

My Appointment Expires: 09-20-2022

STATE OF KANSAS, SEDGWICK COUNTY, ss:

BE IT REMEMBERED, that on this 10th day of November, 2021, before me, a Notary Public, in and for said county and state aforesaid, came Brad C. Bachman, Member, of Harbor Properties, L.L.C., a Kansas limited liability company to me personally known to be the same person(s) who executed the within and foregoing instrument and duly acknowledged the execution of the same as the authorized act and deed of the Limited Liability Company.

IN WITNESS WHEREOF, I have hereunto subscribed my name and affixed my official seal, the day and year last written.



Lunette A. Sauber
Notary Public

My Appointment Expires: 09-20-2022

CITY ENGINEER

Sham Melli
for Gary Janzen, P.E.

NOTICE OF COMMUNITY UNIT PLAN

THIS NOTICE made this 10th day of November, 2021, by South Harbor, L.L.C., a Kansas limited liability company, and Harbor Properties, L.L.C., a Kansas limited liability company, hereinafter collectively called "Declarant".

WITNESSETH

WHEREAS, Declarant is the owner of the following described property:

HARBOR ISLE COMMERCIAL 1ST ADDITION

Lot 1, Block A
Lots 1 through 6, Block B
Lots 1 and 2, Block C

and

WHEREAS, Declarant is desirous to file notice that a community unit plan approved by the Wichita City Council is on file with the Metropolitan Area Planning Department, known as Harbor Isle Commercial 1 Community Unit Plan (DP-355).

NOW, THEREFORE, the Declarant wants to make notice that the approved community unit plan has placed restrictions on the use and requirements on the development of the above-described real property.

The Metropolitan Area Planning Department is located on the 2nd Floor of the Ronald Reagan Building, 271 West Third Street, Wichita, Kansas, (316) 268-4421.

The community unit plan shall be binding on the owners, their heirs, or successors or assigns and is a document running with the land and is binding on all successors in title to Lot 1, Block A, Lots 1 through 5, Block B, Lots 1 and 2, Block C, Harbor Isle Commercial 1st Addition.

EXECUTED the day and year first written above.

South Harbor, L.L.C.

By: Brad C Bachman
Brad C. Bachman, Member

Harbor Properties, L.L.C.

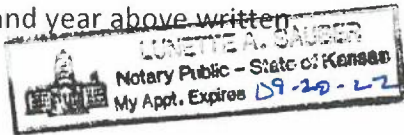
By: Brad C Bachman
Brad C. Bachman, Member

Notice of Community Unit Plan
Page 3 of 3

STATE OF KANSAS)
COUNTY OF SEDGWICK) SS:

BE IT REMEMBERED, that on this 10th day of November, 2021, before me, the undersigned, a Notary Public, in and for the County and State aforesaid, came Brad C. Bachman, Member of South Harbor, L.L.C., a Kansas limited liability company, personally known to me to be the same persons who executed the within instrument of writing and such persons duly acknowledged the execution of the same on behalf, and as the act and deed of said limited liability company.

IN TESTIMONY WHEREOF, I have hereunto set my hand and affixed my official seal the day and year above written.



Lynette A. Gauler
Notary Public

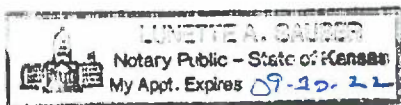
My Appointment Expires:

09-20-2022

STATE OF KANSAS)
COUNTY OF SEDGWICK) SS:

BE IT REMEMBERED, that on this 10th day of November, 2021, before me, the undersigned, a Notary Public, in and for the County and State aforesaid, came Brad C. Bachman, Member of Harbor Properties, L.L.C., a Kansas limited liability company, personally known to me to be the same persons who executed the within instrument of writing and such persons duly acknowledged the execution of the same on behalf, and as the act and deed of said limited liability company.

IN TESTIMONY WHEREOF, I have hereunto set my hand and affixed my official seal the day and year above written.



Lynette A. Gauler
Notary Public

My Appointment Expires:

09-20-2022

DECLARATION OF CROSS LOT ACCESS AND EASEMENT

This Declaration is made as of this 10th day of November, 2021, by the undersigned.

- A. The undersigned are the owners of Lot 1, Block A, Lots 1 through 6, Block B, and Lots 1 and 2, Block C, Harbor Isle Commercial 1st Addition, Wichita, Sedgwick County, Kansas.
- B. The undersigned desire to provide for cross lot access and easements for pedestrian and vehicular traffic over and across said Lots.

NOW, THEREFORE, the undersigned hereby declares, establishes and grants to and for the benefit of each of their respective lots, for the convenience of the owners and employees, customers, and invitees of the owners thereof, mutual non-exclusive easements and rights-of-way for the purpose of ingress and egress of vehicular and pedestrian traffic along and across those portions of the respective Lots to be established as driveways and sidewalks from time to time.

Said easements are for the purpose of providing ingress and egress between and for the benefit of each of the lots, the owners thereof, their employees, customers and invitees. There shall be erected no fence or other barrier which would prevent or obstruct the passage of such vehicular and pedestrian traffic between said Lots; provided, however, that this Declaration shall not be construed to create any rights in the general public nor as a dedication to public use of any portion of said Lots.

The easements herein granted are superior and paramount to the rights of the owner of the servient estates so created and shall be deemed covenants that run with the land and shall inure to the benefit of and be binding upon the owners of said Lots, their successors and assigns.

Declaration of Cross Lot Access and Easement
Page 2 of 2

IN WITNESS WHEREOF, this Declaration has been executed as of the date first above written.

South Harbor, L.L.C.
a Kansas limited liability company

By: Brad C Bachman
Brad C. Bachman, Member

Harbor Properties, L.L.C.
a Kansas limited liability company

By: Brad C Bachman
Brad C. Bachman, Member

STATE OF KANSAS)
COUNTY OF SEDGWICK) SS:

BE IT REMEMBERED, that on this 10th day of November, 2021, before me, the undersigned, a Notary Public, in and for the County and State aforesaid, came Brad C. Bachman, as Member of South Harbor, L.L.C., a Kansas limited liability company, personally known to me to be the same person who executed the within instrument of writing and such person duly acknowledged the execution of the same.

IN TESTIMONY WHEREOF, I have hereunto set my hand and affixed my official seal the day and year above written.



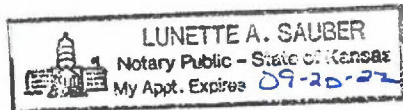
Lunette A. Sauber
Notary Public

(My Appointment Expires: 09-20-2022)

STATE OF KANSAS)
COUNTY OF SEDGWICK) SS:

BE IT REMEMBERED, that on this 10th day of November, 2021, before me, the undersigned, a Notary Public, in and for the County and State aforesaid, came Brad C. Bachman, as Member of Harbor Properties, L.L.C., a Kansas limited liability company, personally known to me to be the same person who executed the within instrument of writing and such person duly acknowledged the execution of the same.

IN TESTIMONY WHEREOF, I have hereunto set my hand and affixed my official seal the day and year above written.



Lunette A. Sauber
Notary Public

(My Appointment Expires: 09-20-22)

RESTRICTIVE COVENANT

THIS DECLARATION made this 10th day of November, 2021, by South Harbor, L.L.C., a Kansas limited liability company, and Harbor Properties, L.L.C., a Kansas limited liability company, hereinafter collectively called "Declarant".

WITNESSETH

WHEREAS, Declarant is the owner of the following described property:

Harbor Isle Commercial 1st Addition

Lot 1, Block A
Lots 1 through 6, Block B
Lots 1 and 2, Block C

WHEREAS, the Declarant is desirous that restrictions involving street parking be placed of record on the 63-foot right-of-way on 40th Street North.

NOW, THEREFORE, Declarant hereby declares and covenants that street parking along both sides of 40th Street North shall be prohibited from the east line of Meridian, southeasterly to the west side of W Dockside St.

The covenants, conditions, and restrictions on the property created and established in this instrument may be waived, terminated, or modified only upon written consent of the City of Wichita. No such waiver, termination or modification shall be effective until such written consent is recorded in the office of the Register of Deeds for Sedgwick County, Kansas

This covenant shall be binding on the owner, their heirs, or successors or assigns and is a covenant running with the land and is binding on all successors in all lots within Harbor Isle Commercial 1st Addition, Wichita, Sedgwick County, Kansas.

EXECUTED the day and year first above written.

SOUTH HARBOR, L.L.C.

By Brad C. Bachman
Brad C. Bachman, Member

HARBOR PROPERTIES, L.L.C.

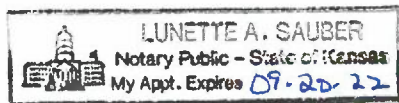
By Brad C. Bachman
Brad C. Bachman, Member

Restrictive Covenant
Page 3 of 3

STATE OF KANSAS)
) SS
SEDGWICK COUNTY)

BE IT REMEMBERED, that on this 10th day of November, 2021, before me, the undersigned, a Notary Public, in and for the County and State aforesaid, came Brad C. Bachman, as Member of South Harbor, L.L.C., a Kansas limited liability company, personally known to me to be the same person who executed the within instrument of writing and such person duly acknowledged the execution of the same, on behalf of the limited liability company.

IN TESTIMONY WHEREOF, I have hereunto set my hand and affixed my official seal the day and year above written.



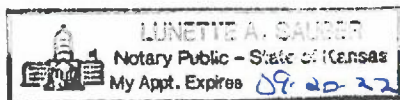
Lunette A. Sauber
Notary Public

My Commission Expires: 09-20-2022

STATE OF KANSAS)
) SS
SEDGWICK COUNTY)

BE IT REMEMBERED, that on this 10th day of November, 2021, before me, the undersigned, a Notary Public, in and for the County and State aforesaid, came Brad C. Bachman, as Member of Harbor Properties, L.L.C., a Kansas limited liability company, personally known to me to be the same person who executed the within instrument of writing and such person duly acknowledged the execution of the same, on behalf of the limited liability company.

IN TESTIMONY WHEREOF, I have hereunto set my hand and affixed my official seal the day and year above written.



Lunette A. Sauber
Notary Public

My Commission Expires: 09-20-2022

RESTRICTIVE COVENANT

THIS DECLARATION made this 10th day of November, 2021, by South Harbor, L.L.C., a Kansas limited liability company, and Harbor Properties, L.L.C., a Kansas limited liability company, hereinafter collectively called "Declarant",

WITNESSETH

WHEREAS, Declarant is the owner of the following described property:

HARBOR ISLE COMMERCIAL 1ST ADDITION

Lot 1, Block A
Lots 1 through 6, Block B
Lots 1 and 2, Block C

WHEREAS, Declarant is desirous in connection therewith that various provisions for the maintenance and responsibility for the maintenance be placed of record for Reserves "A", "B", "C", "D", "E", and "F", Harbor Isle Commercial 1st Addition, Wichita, Sedgwick County, Kansas.

NOW, THEREFORE, Declarant hereby declares and covenants:

1. That Reserve "A" is hereby reserved for open space, landscaping, drainage purposes, lakes, berms, and sidewalks.

Reserve "B" is hereby reserved for open space, landscaping, drainage purposes, berms, lakes, sidewalks, and utilities as confined to easement.

Reserve "C" is hereby reserved for open space, landscaping, drainage purposes, streets, and signage.

Reserve "D" is hereby reserved for open space, landscaping, drainage purposes, berms, utilities as confined to easements, electric lines and related appurtenances as confined to easements, and water lines and related appurtenances as confined to easements.

Reserve "E" is hereby reserved for open space, landscaping, drainage purposes, entry monuments, signage, and utilities as confined to easement.

Reserve "F" is hereby reserved for open space, landscaping, drainage purposes, parking, access drives, walls, berms, utilities as confined to easement, electric lines and related appurtenances as confined to easement, and a screening buffer.

Reserves "A", "B", "C", "D", "E", and "F" shall be owned and maintained by the current owner and/or lot owners association for the addition and/or any successors, heirs, or assigns. Compliance with any platted restrictions and applicable restrictive covenants affecting said Reserves shall be binding on any owners, successors, heirs, or assigns.

2. That a Lot Owners' Association shall be formed and incorporated as a non-profit corporation under Kansas Statutes, at the Declarant's sole cost. Reserves "A", "B", "C", "D", "E", and "F", as designated on the plat of Harbor Isle Commercial 1st Addition, shall be deeded to the Lot Owners' Association upon its incorporation or within 30 days thereafter.

3. That the declaration of covenants and other provisions of the Lot Owners' Association being formed shall provide specific pertinent language requiring that the Lot Owners' Association shall include the first or any other subsequent phase or phases for the maintenance of any and all common areas contiguous to Reserves "A", "B", "C", "D", "E", and "F", to Harbor Isle Commercial 1st Addition under the same scope of responsibility as the initial phase of development.

4. That the owners hereby grant an irrevocable easement to whichever appropriate governing body or authority has jurisdiction, to enter upon the Reserves, as defined, for the purposes of maintaining such Reserves. This easement is conditioned upon the following event or events happening:

A. That the Declarant or the Lot Owners' Association, as may be appropriate, has failed to maintain the reserves in a reasonable and prudent manner.

and,

B. That the appropriate governing body has given written notice to the Declarant or the Lot Owners' Association and neither entity has responded in initiating corrective action within thirty (30) days of such notice. If the governing body has taken action to maintain the reserve under this covenant, the Declarant or Lot Owners' Association shall pay promptly the costs expended. If the costs are not paid within thirty (30) days of the rendering of an account, the costs shall be considered an assessment against all lots within Harbor Isle Commercial 1st Addition, and shall be considered a lien thereon and be treated in the same manner as a special assessment.

The covenants, conditions, and restrictions on the property created and established in this instrument may be waived, terminated, or modified only upon written consent of the City of Wichita. No such waiver, termination or modification shall be effective until such written consent is recorded in the office of the Register of Deeds for Sedgwick County, Kansas.

This covenant shall be binding on the owner, their heirs, or successors or assigns and is a covenant running with the land and is binding on all successors in all lots within Harbor Isle Commercial 1st Addition, Wichita, Sedgwick County, Kansas.

EXECUTED the day and year first written.

SOUTH HARBOR, L.L.C.

By: Brad C. Bachman
Brad C. Bachman, Member

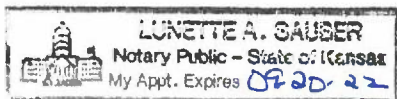
HARBOR PROPERTIES, L.L.C.

By: Brad C. Bachman
Brad C. Bachman, Member

STATE OF KANSAS)
) ss:
COUNTY OF SEDGWICK)

BE IT REMEMBERED that on this 10th day of November, 2021, before me, the undersigned, a notary public in and for the County and State aforesaid, came Brad C. Bachman, as Member of South Harbor, L.L.C., a Kansas limited liability company, who is personally known to me to be the same person who executed the within instrument of writing and such person duly acknowledged execution of the same to be the act and deed of said limited liability company.

IN WITNESS WHEREOF, I have hereunto set my hand and affixed my official seal, the day and year last above written.



Lunette A. Gauber
Notary Public

My Appointment Expires:

07-20-2022

STATE OF KANSAS)
)
COUNTY OF SEDGWICK) ss:

BE IT REMEMBERED that on this 10th day of November, 2021, before me, the undersigned, a notary public in and for the County and State aforesaid, came Brad C. Bachman, as Member of Harbor Properties, L.L.C., a Kansas limited liability company, who is personally known to me to be the same person who executed the within instrument of writing and such person duly acknowledged execution of the same to be the act and deed of said limited liability company.

IN WITNESS WHEREOF, I have hereunto set my hand and affixed my official seal, the day and year last above written.



Lunette A. Gauser
Notary Public

My Appointment Expires:

09-20-2022

**City of Wichita
City Council Meeting
December 28, 2021**

TO: Mayor and City Council

SUBJECT: 2021 Budget Adjustment - Housing Choice Voucher and Mainstream Programs

INITIATED BY: Housing and Community Services Department

AGENDA: Wichita Housing Authority (Consent)

Recommendation: Approve the 2021 budget adjustments for the Housing Choice Voucher (HCV) and Mainstream Programs and authorize the necessary signatures.

Background: The federal government assists very low-income families, the elderly, and the disabled afford decent, safe, and sanitary housing in the private market through the HCV and Mainstream Programs. Program rules and regulations are determined by the Department of Housing and Urban Development (HUD) and local public housing agencies, like the Wichita Housing Authority (WHA), administer the program within their communities. WHA receives funding annually from HUD to provide income eligible families in Sedgwick, Butler and Harvey counties housing and utility subsidy. Income eligibility is determined using current Federal Adjusted Income Limits.

Analysis: The operational budget for the HCV and Mainstream Programs is estimated each year based on program funding received from HUD in the prior year as HUD is unable to notify WHA of actual funding before the annual budget is finalized. In 2021, actual HUD funding for both the HCV and Mainstream Programs was more overall than originally estimated based on 2020 funding levels and thus a budget adjustment is necessary.

	HCV	HCV	HCV	Mainstream	Mainstream	Mainstream
	Admin	HAP	Total	Admin	HAP	Total
Actual 2021 HUD Funding	\$1,707,995	\$17,727,659	\$19,435,654	\$46,362	\$361,388	\$407,750
Less: 2021 Estimated Funding	<u>1,754,316</u>	<u>16,696,832</u>	<u>18,451,148</u>	<u>43,992</u>	<u>323,691</u>	<u>367,683</u>
Total Budget Adjustment	(\$ 46,321)	\$ 1,030,827	\$ 984,506	\$ 2,370	\$ 37,697	\$ 40,067

Financial Considerations: The recommended action will adjust expenditure levels to ensure all administrative and housing and utility subsidy payments for the HCV and Mainstream Programs are processed within approved budget authority. There is no impact to the General Fund as a result of this action.

Legal Considerations: Administrative Regulation 2.4 requires budget adjustments greater than \$25,000 to be approved by the City Council.

Recommendation/Action: It is recommended that the City Council approve the 2021 budget adjustments for the HCV and Mainstream Programs and authorize the necessary signatures.

City of Wichita
City Council Meeting
December 28, 2021

TO: Wichita Airport Authority

SUBJECT: ARPA Grants
Wichita Dwight D. Eisenhower National and Colonel James Jabara Airports

INITIATED BY: Department of Airports

AGENDA: Wichita Airport Authority (Consent)

Recommendation: Ratify the acceptance of the grant agreements.

Background: The Federal American Rescue Plan Act of 2021 (ARPA) provides funds to airports experiencing severe economic disruption caused by the COVID-19 public health emergency. ARPA makes these funds available to airports through the Airport Rescue Grants Program.

Analysis: The Federal Aviation Administration (FAA) prepared three grant agreements for signature by the Director of Airports. Due to the accelerated implementation process, the Director of Airports and the Law Department signed and returned the grant agreements to the FAA. The grant funds may be used for airport costs related to operations, personnel, cleaning, sanitization, janitorial services, combating the spread of pathogens, and debt service payments at both Eisenhower National and Jabara Airports. One of the grants is to be used to provide relief from rent and minimum annual guarantee obligations to eligible small and large in-terminal concessions at Eisenhower National Airport.

Financial Considerations: A grant agreement in the amount of \$8,376,019 for Eisenhower National and a grant agreement for \$148,000 for Jabara have been received and executed for operations and maintenance expenses and debt service. A grant agreement for \$733,407 for concessions relief at Eisenhower National Airport has also been received and executed. There is no local match required since the grant funds are available at a 100 percent federal share.

Legal Considerations: The Law Department reviewed and approved the grant agreements as to form.

Recommendations/Actions: It is recommended that the Wichita Airport Authority ratify the Director of Airports' execution of the grant agreements.

Attachments: FAA grant agreements.



U.S. Department
of Transportation
**Federal Aviation
Administration**

Airports Division
Central Region
Iowa, Kansas, Missouri, Nebraska

FAA ACE-600
901 Locust
Kansas City, MO 64106

Airport Rescue Grant Transmittal Letter

November 9, 2021

Mr. Scot Rigby
Interim Director of Airports
Wichita Airport Authority
2173 Air Cargo Road
Wichita, KS 67209

Dear Mr. Rigby:

Please find the following electronic Airport Rescue Grant Offer, Grant No. 3-20-0088-086-2022 for Wichita Dwight D. Eisenhower National Airport. This letter outlines expectations for success. Please read and follow the instructions carefully.

To properly enter into this agreement, you must do the following:

- a. The governing body must provide authority to execute the grant to the individual signing the grant; i.e., the sponsor's authorized representative.
- b. The sponsor's authorized representative must execute the grant, followed by the attorney's certification, **no later than January 15**, in order for the grant to be valid.
- c. You may not make any modification to the text, terms or conditions of the grant offer.
- d. The grant offer must be digitally signed by the sponsor's legal signatory authority and then the grant offer will be routed via email to the sponsor's attorney. Once the attorney has digitally attested to the grant, an email with the executed grant will be sent to all parties.

Subject to the requirements in 2 CFR § 200.305, each payment request for reimbursement under this grant must be made electronically via the Delphi eInvoicing System. Please see the attached Grant Agreement for more information regarding the use of this System. The terms and conditions of this agreement require you draw down and expend these funds within four years.

An airport sponsor may use these funds for costs related to operations, personnel, cleaning, sanitization, janitorial services, combating the spread of pathogens at the airport, and debt service payments. Please refer to the [Airport Rescue Grants Frequently Asked Questions](#) for further information.

With each payment request you are required to upload an invoice summary directly to Delphi. The invoice summary should include enough detail to permit FAA to verify compliance with the American Rescue Plan Act (Public Law 117-2). Additional details or invoices may be requested by FAA during the review of your payment requests.

As part of your final payment request, you are required to include in Delphi:

- A signed SF-425, *Federal Financial Report*
- A signed closeout report (a sample report is available [here](#)).

Until the grant is completed and closed, you are responsible for submitting a signed and dated SF-425 annually, due 90 days after the end of each Federal fiscal year in which this grant is open (due December 31 of each year this grant is open).

By accepting this grant, you agree to continue to employ, through September 30, 2021, at least 90 percent of the number of individuals employed by the airport as of March 27, 2020. In accordance with the employee retention grant assurance, you will provide an employee retention report to CARESAirports@faa.gov no later than July 15, 2021, and October 15, 2021. This report should include the number of employees as of March 27, 2020, and June 30, 2021, and September 30, 2021.

As a condition of receiving Federal assistance under this award, you must comply with audit requirements as established under 2 CFR part 200. Subpart F requires non-Federal entities that expend \$750,000 or more in Federal awards to conduct a single or program specific audit for that year. Note that this includes Federal expenditures made under other Federal-assistance programs. Please take appropriate and necessary action to assure your organization will comply with applicable audit requirements and standards.

I am readily available to assist you and your designated representative with the requirements stated herein. The FAA sincerely values your cooperation in these efforts.

Sincerely,

Jason Knipp
Kansas State Planner



U.S. Department
of Transportation
Federal Aviation
Administration

AIRPORT RESCUE GRANT

GRANT AGREEMENT

Part I - Offer

Federal Award Offer Date November 9, 2021

Airport/Planning Area Wichita Dwight D Eisenhower National

Airport Rescue Grant No. 3-20-0088-086-2022

Unique Entity Identifier 124970641

TO: Wichita Airport Authority

(herein called the "Sponsor")

FROM: **The United States of America** (acting through the Federal Aviation Administration, herein called the "FAA")

WHEREAS, the Sponsor has submitted to the FAA an Airports Rescue Grant Application dated **June 22, 2021**, for a grant of Federal funds at or associated with the **Wichita Dwight D. Eisenhower National Airport**, which is included as part of this Airport Rescue Grant Agreement;

WHEREAS, the Sponsor has accepted the terms of FAA's Airport Rescue Grant offer;

WHEREAS, in consideration of the promises, representations and assurances provided by the Sponsor, the FAA has approved the Airport Rescue Grant Application for the **Wichita Dwight D. Eisenhower National Airport**, (herein called the "Grant" or "Airport Rescue Grant") consisting of the following:

WHEREAS, this Airport Rescue Grant is provided in accordance with the American Rescue Plan Act ("ARP Act", or "the Act"), Public Law 117-2, as described below, to provide eligible Sponsors with funding for costs related to operations, personnel, cleaning, sanitization, janitorial services, combating the spread of pathogens at the airport, and debt service payments. Airport Rescue Grant amounts to specific airports are derived by legislative formula (See Section 7102 of the Act).

WHEREAS, the purpose of this Airport Rescue Grant is to prevent, prepare for, and respond to the coronavirus pandemic. Funds provided under this Airport Rescue Grant Agreement must be used only for purposes directly related to the airport. Such purposes can include the reimbursement of an airport's operational expenses or debt service payments in accordance with the limitations prescribed in the Act. Airport Rescue Grants may be used to reimburse airport operational expenses directly related to **Wichita Dwight D. Eisenhower National Airport** incurred no earlier than January 20, 2020.

Airport Rescue Grants also may be used to reimburse a Sponsor's payment of debt service where such payments occur on or after March 11, 2021. Funds provided under this Airport Rescue Grant Agreement will be governed by the same principles that govern "airport revenue." New airport development projects not directly related to combating the spread of pathogens may not be funded with this Grant. Funding under this Grant for airport development projects to combat the spread of pathogens will be reallocated using an addendum to this Agreement for identified and approved projects.

NOW THEREFORE, in accordance with the applicable provisions of the ARP Act, Public Law 117-2, the representations contained in the Grant Application, and in consideration of (a) the Sponsor's acceptance of this Offer; and, (b) the benefits to accrue to the United States and the public from the accomplishment of the Grant and in compliance with the conditions as herein provided,

THE FEDERAL AVIATION ADMINISTRATION, FOR AND ON BEHALF OF THE UNITED STATES, HEREBY OFFERS AND AGREES to pay 100% percent of the allowable costs incurred as a result of and in accordance with this Grant Agreement.

Assistance Listings Number (Formerly CFDA Number): 20.106

This Offer is made on and **SUBJECT TO THE FOLLOWING TERMS AND CONDITIONS:**

CONDITIONS

1. **Maximum Obligation.** The maximum obligation of the United States payable under this Offer is **\$8,376,019**, allocated as follows:

\$8,376,019	ARPA General [KV]
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2. **Grant Performance.** This Airport Rescue Grant Agreement is subject to the following Federal award requirements:
 - a. The Period of Performance:
 1. Shall start on the date the Sponsor formally accepts this agreement, and is the date signed by the last Sponsor signatory to the agreement. The end date of the period of performance is 4 years (1,460 calendar days) from the date of acceptance. The period of performance end date shall not affect, relieve, or reduce Sponsor obligations and assurances that extend beyond the closeout of this Grant Agreement.
 2. Means the total estimated time interval between the start of an initial Federal award and the planned end date, which may include one or more funded portions, or budget periods. (2 Code of Federal Regulations (CFR) § 200.1)
 - b. The Budget Period:
 1. For this Airport Rescue Grant is 4 years (1,460 calendar days). Pursuant to 2 CFR § 200.403(h), the Sponsor may charge to the Grant only allowable costs incurred during the budget period.
 2. Means the time interval from the start date of a funded portion of an award to the end date of that funded portion during which the Sponsor is authorized to expend the funds awarded, including any funds carried forward or other revisions pursuant to §200.308.

c. Close out and Termination.

1. Unless the FAA authorizes a written extension, the Sponsor must submit all Grant closeout documentation and liquidate (pay-off) all obligations incurred under this award no later than 120 calendar days after the end date of the period of performance. If the Sponsor does not submit all required closeout documentation within this time period, the FAA will proceed to close out the Grant within one year of the period of performance end date with the information available at the end of 120 days. (2 CFR § 200.344)
2. The FAA may terminate this Airport Rescue Grant, in whole or in part, in accordance with the conditions set forth in 2 CFR § 200.340, or other Federal regulatory or statutory authorities as applicable.
3. **Unallowable Costs.** The Sponsor shall not seek reimbursement for any costs that the FAA has determined to be unallowable under the ARP Act.
4. **Indirect Costs - Sponsor.** The Sponsor may charge indirect costs under this award by applying the indirect cost rate identified in the Grant Application as accepted by the FAA, to allowable costs for Sponsor direct salaries and wages only.
5. **Final Federal Share of Costs.** The United States' share of allowable Grant costs is 100%.
6. **Completing the Grant without Delay and in Conformance with Requirements.** The Sponsor must carry out and complete the Grant without undue delays and in accordance with this Airport Rescue Grant Agreement, the ARP Act, and the regulations, policies, standards, and procedures of the Secretary of Transportation ("Secretary"). Pursuant to 2 CFR § 200.308, the Sponsor agrees to report to the FAA any disengagement from funding eligible expenses under the Grant that exceeds three months or a 25 percent reduction in time devoted to the Grant, and request prior approval from FAA. The report must include a reason for the stoppage. The Sponsor agrees to comply with the attached assurances, which are part of this agreement and any addendum that may be attached hereto at a later date by mutual consent.
7. **Amendments or Withdrawals before Grant Acceptance.** The FAA reserves the right to amend or withdraw this offer at any time prior to its acceptance by the Sponsor.
8. **Offer Expiration Date.** This offer will expire and the United States will not be obligated to pay any part of the costs unless this offer has been accepted by the Sponsor on or before **January 15**, or such subsequent date as may be prescribed in writing by the FAA.
9. **Improper Use of Federal Funds.** The Sponsor must take all steps, including litigation if necessary, to recover Federal funds spent fraudulently, wastefully, or in violation of Federal antitrust statutes, or misused in any other manner, including uses that violate this Airport Rescue Grant Agreement, the ARP Act, or other provision of applicable law. For the purposes of this Airport Rescue Grant Agreement, the term "Federal funds" means funds however used or dispersed by the Sponsor that were originally paid pursuant to this or any other Federal grant agreement(s). The Sponsor must return the recovered Federal share, including funds recovered by settlement, order, or judgment, to the Secretary. The Sponsor must furnish to the Secretary, upon request, all documents and records pertaining to the determination of the amount of the Federal share or to any settlement, litigation, negotiation, or other efforts taken to recover such funds. All settlements or other final positions of the Sponsor, in court or otherwise, involving the recovery of such Federal share require advance approval by the Secretary.

10. **United States Not Liable for Damage or Injury.** The United States is not responsible or liable for damage to property or injury to persons which may arise from, or relate to this Airport Rescue Grant Agreement, including, but not limited to, any action taken by a Sponsor related to or arising from, directly or indirectly, this Airport Rescue Grant Agreement.
11. **System for Award Management (SAM) Registration and Unique Entity Identifier (UEI).**
 - a. Requirement for System for Award Management (SAM): Unless the Sponsor is exempted from this requirement under 2 CFR 25.110, the Sponsor must maintain the currency of its information in SAM until the Sponsor submits the final financial report required under this Grant, or receives the final payment, whichever is later. This requires that the Sponsor review and update the information at least annually after the initial registration and more frequently if required by changes in information or another award term. Additional information about registration procedures may be found at the SAM website (currently at <http://www.sam.gov>).
 - b. Unique entity identifier (UEI) means a 12-character alpha-numeric value used to identify a specific commercial, nonprofit or governmental entity. A UEI may be obtained from SAM.gov at <https://sam.gov/SAM/pages/public/index.jsf>.
12. **Electronic Grant Payment(s).** Unless otherwise directed by the FAA, the Sponsor must make each payment request under this agreement electronically via the Delphi Invoicing System for Department of Transportation (DOT) Financial Assistance Awardees.
13. **Air and Water Quality.** The Sponsor is required to comply with all applicable air and water quality standards for all projects in this grant. If the Sponsor fails to comply with this requirement, the FAA may suspend, cancel, or terminate this Agreement.
14. **Financial Reporting and Payment Requirements.** The Sponsor will comply with all Federal financial reporting requirements and payment requirements, including submittal of timely and accurate reports.
15. **Buy American.** Unless otherwise approved in advance by the FAA, in accordance with 49 United States Code (U.S.C.) § 50101 the Sponsor will not acquire or permit any contractor or subcontractor to acquire any steel or manufactured goods produced outside the United States to be used for any project for which funds are provided under this grant. The Sponsor will include a provision implementing Buy American in every contract.
16. **Audits for Sponsors.**

PUBLIC SPONSORS. The Sponsor must provide for a Single Audit or program-specific audit in accordance with 2 CFR Part 200. The Sponsor must submit the audit reporting package to the Federal Audit Clearinghouse on the Federal Audit Clearinghouse's Internet Data Entry System at <http://harvester.census.gov/facweb/>. Upon request of the FAA, the Sponsor shall provide one copy of the completed audit to the FAA.
17. **Suspension or Debarment.** When entering into a "covered transaction" as defined by 2 CFR § 180.200, the Sponsor must:
 - a. Verify the non-Federal entity is eligible to participate in this Federal program by:
 1. Checking the excluded parties list system (EPLS) as maintained within the System for Award Management (SAM) to determine if the non-Federal entity is excluded or disqualified; or

2. Collecting a certification statement from the non-Federal entity attesting the entity is not excluded or disqualified from participating; or
 3. Adding a clause or condition to covered transactions attesting the individual or firm is not excluded or disqualified from participating.
- b. Require prime contractors to comply with 2 CFR § 180.330 when entering into lower-tier transactions (e.g. subcontracts).
 - c. Immediately disclose to the FAA whenever the Sponsor (1) learns the Sponsor has entered into a covered transaction with an ineligible entity, or (2) suspends or debar a contractor, person, or entity.

18. Ban on Texting While Driving.

- a. In accordance with Executive Order 13513, Federal Leadership on Reducing Text Messaging While Driving, October 1, 2009, and DOT Order 3902.10, Text Messaging While Driving, December 30, 2009, the Sponsor is encouraged to:
 1. Adopt and enforce workplace safety policies to decrease crashes caused by distracted drivers including policies to ban text messaging while driving when performing any work for, or on behalf of, the Federal government, including work relating to this Airport Rescue Grant or subgrant funded by this Grant.
 2. Conduct workplace safety initiatives in a manner commensurate with the size of the business, such as:
 - A. Establishment of new rules and programs or re-evaluation of existing programs to prohibit text messaging while driving; and
 - B. Education, awareness, and other outreach to employees about the safety risks associated with texting while driving.
- b. The Sponsor must insert the substance of this clause on banning texting while driving in all subgrants, contracts, and subcontracts funded by this Airport Rescue Grant.

19. Trafficking in Persons.

- a. You as the recipient, your employees, subrecipients under this Airport Rescue Grant, and subrecipients' employees may not –
 1. Engage in severe forms of trafficking in persons during the period of time that the award is in effect;
 2. Procure a commercial sex act during the period of time that the award is in effect; or
 3. Use forced labor in the performance of the award or subawards under the Airport Rescue Grant.
- b. The FAA as the Federal awarding agency may unilaterally terminate this award, without penalty, if you or a subrecipient that is a private entity –
 1. Is determined to have violated a prohibition in paragraph a. of this Airport Rescue Grant Agreement term; or
 2. Has an employee who is determined by the agency official authorized to terminate the Airport Rescue Grant Agreement to have violated a prohibition in paragraph a. of this Airport Rescue Grant term through conduct that is either –

- A. Associated with performance under this Airport Rescue Grant; or
- B. Imputed to the subrecipient using the standards and due process for imputing the conduct of an individual to an organization that are provided in 2 CFR Part 180, "OMB Guidelines to Agencies on Government-wide Debarment and Suspension (Nonprocurement)," as implemented by the FAA at 2 CFR Part 1200.
- c. You must inform us immediately of any information you receive from any source alleging a violation of a prohibition in paragraph a. of this Grant condition during this Airport Rescue Grant Agreement.
- d. Our right to terminate unilaterally that is described in paragraph a. of this Grant condition:
 - 1. Implements section 106(g) of the Trafficking Victims Protection Act of 2000 (TVPA), as amended (22 U.S.C. § 7104(g)), and
 - 2. Is in addition to all other remedies for noncompliance that are available to the FAA under this Airport Rescue Grant.

20. Employee Protection from Reprisal.

- a. Prohibition of Reprisals —
 - 1. In accordance with 41 U.S.C. § 4712, an employee of a grantee or subgrantee may not be discharged, demoted, or otherwise discriminated against as a reprisal for disclosing to a person or body described in sub-paragraph (a)(2) of this Grant condition, information that the employee reasonably believes is evidence of:
 - a. Gross mismanagement of a Federal grant;
 - b. Gross waste of Federal funds;
 - c. An abuse of authority relating to implementation or use of Federal funds;
 - d. A substantial and specific danger to public health or safety; or
 - e. A violation of law, rule, or regulation related to a Federal grant.
 - 2. Persons and bodies covered: The persons and bodies to which a disclosure by an employee is covered are as follows:
 - a. A member of Congress or a representative of a committee of Congress;
 - b. An Inspector General;
 - c. The Government Accountability Office;
 - d. A Federal employee responsible for oversight or management of a grant program at the relevant agency;
 - e. A court or grand jury;
 - f. A management official or other employee of the Sponsor, contractor, or subcontractor who has the responsibility to investigate, discover, or address misconduct; or
 - g. An authorized official of the Department of Justice or other law enforcement agency.
 - 3. Submission of Complaint — A person who believes that they have been subjected to a reprisal prohibited by paragraph a. of this Airport Rescue Grant Agreement may submit a complaint regarding the reprisal to the Office of Inspector General (OIG) for the U.S. Department of Transportation.

4. **Time Limitation for Submittal of a Complaint** — A complaint may not be brought under this subsection more than three years after the date on which the alleged reprisal took place.
 5. **Required Actions of the Inspector General** — Actions, limitations, and exceptions of the Inspector General's office are established under 41 U.S.C. § 4712(b).
 6. **Assumption of Rights to Civil Remedy** — Upon receipt of an explanation of a decision not to conduct or continue an investigation by the Office of Inspector General, the person submitting a complaint assumes the right to a civil remedy under 41 U.S.C. § 4712(c).
21. **Employee Retention.** Wichita Airport Authority, owner and operator of Wichita Dwight D Eisenhower National, as a small hub airport, agrees to continue to employ, through September 30, 2021 at least 90 percent of the number of individuals employed (after making adjustments for retirements or voluntary employee separations) by the airport as of March 27, 2020, unless this provision is specifically waived by the Secretary at the airport Sponsor's written request. The ARP Act extends reporting requirements through September 30, 2021. On or before July 15, 2021, and October 15, 2021, the Sponsor will report to the FAA the number of employees as of June 30, 2021, and September 30, 2021, respectively.
 22. **Limitations.** Nothing provided herein shall be construed to limit, cancel, annul, or modify the terms of any Federal grant agreement(s), including all terms and assurances related thereto, that have been entered into by the Sponsor and the FAA prior to the date of this Airport Rescue Grant Agreement.
 23. **Face Coverings Policy.** The sponsor agrees to implement a face-covering (mask) policy to combat the spread of pathogens. This policy must include a requirement that all persons wear a mask, in accordance with Centers for Disease Control (CDC) and Transportation Security Administration (TSA) requirements, as applicable, at all times while in all public areas of the airport property, except to the extent exempted under those requirements. This special condition requires the airport sponsor continue to require masks until Executive Order 13998, Promoting COVID-19 Safety in Domestic and International Travel, is no longer effective.

SPECIAL CONDITIONS FOR USE OF AIRPORT RESCUE GRANT FUNDS

CONDITIONS FOR EQUIPMENT -

1. **Equipment or Vehicle Replacement.** The Sponsor agrees that when using funds provided by this Grant to replace equipment, the proceeds from the trade-in or sale of such replaced equipment shall be classified and used as airport revenue.
2. **Equipment Acquisition.** The Sponsor agrees that for any equipment acquired with funds provided by this Grant, such equipment shall be used solely for purposes directly related to combating the spread of pathogens at the airport.
3. **Low Emission Systems.** The Sponsor agrees that vehicles and equipment acquired with funds provided in this Grant:
 - a. Will be maintained and used at the airport for which they were purchased; and
 - b. Will not be transferred, relocated, or used at another airport without the advance consent of the FAA.

The Sponsor further agrees that it will maintain annual records on individual vehicles and equipment, project expenditures, cost effectiveness, and emission reductions.

CONDITIONS FOR UTILITIES AND LAND -

4. **Utilities Proration.** For purposes of computing the United States' share of the allowable airport operations and maintenance costs, the allowable cost of utilities incurred by the Sponsor to operate and maintain airport(s) included in the Grant must not exceed the percent attributable to the capital or operating costs of the airport.
5. **Utility Relocation in Grant.** The Sponsor understands and agrees that:
 - a. The United States will not participate in the cost of any utility relocation unless and until the Sponsor has submitted evidence satisfactory to the FAA that the Sponsor is legally responsible for payment of such costs;
 - b. FAA participation is limited to those utilities located on-airport or off-airport only where the Sponsor has an easement for the utility; and
 - c. The utilities must serve a purpose directly related to the Airport.

The Sponsor's acceptance of this Offer and ratification and adoption of the Airport Rescue Grant Application incorporated herein shall be evidenced by execution of this instrument by the Sponsor. The Offer and Acceptance shall comprise an Airport Rescue Grant Agreement, as provided by the ARP Act, constituting the contractual obligations and rights of the United States and the Sponsor with respect to this Grant. The effective date of this Airport Rescue Grant Agreement is the date of the Sponsor's acceptance of this Offer.

Please read the following information: By signing this document, you are agreeing that you have reviewed the following consumer disclosure information and consent to transact business using electronic communications, to receive notices and disclosures electronically, and to utilize electronic signatures in lieu of using paper documents. You are not required to receive notices and disclosures or sign documents electronically. If you prefer not to do so, you may request to receive paper copies and withdraw your consent at any time.

Dated November 9, 2021

**UNITED STATES OF AMERICA
FEDERAL AVIATION ADMINISTRATION**

Jim A. Johnson

(Signature)

Jim A. Johnson

(Typed Name)

Director, Central Region Airports Division

(Title of FAA Official)

Part II - Acceptance

The Sponsor does hereby ratify and adopt all assurances, statements, representations, warranties, covenants, and agreements contained in the Airport Rescue Grant Application and incorporated materials referred to in the foregoing Offer under Part I of this Airport Rescue Grant Agreement, and does hereby accept this Offer and by such acceptance agrees to comply with all of the terms and conditions in this Offer and in the Airport Rescue Grant Application and all applicable terms and conditions provided for in the ARP Act and other applicable provisions of Federal law.

Please read the following information: By signing this document, you are agreeing that you have reviewed the following consumer disclosure information and consent to transact business using electronic communications, to receive notices and disclosures electronically, and to utilize electronic signatures in lieu of using paper documents. You are not required to receive notices and disclosures or sign documents electronically. If you prefer not to do so, you may request to receive paper copies and withdraw your consent at any time.

I declare under penalty of perjury that the foregoing is true and correct. ¹

Dated November 10, 2021

Wichita Airport Authority

(Name of Sponsor)

Scot Rigby

Scot Rigby (Nov 10, 2021 15:36 CST)

(Signature of Sponsor's Designative Official/Representative)

By: Scot Rigby

(Type Name of Sponsor's Designative Official/Representative)

Title: Acting Airports Director

(Title of Sponsor's Designative Official/Representative)

¹ Knowingly and willfully providing false information to the Federal government is a violation of 18 U.S.C. Section 1001 (False Statements) and could subject you to fines, imprisonment, or both.

CERTIFICATE OF SPONSOR'S ATTORNEY

I, Jennifer Magana, acting as Attorney for the Sponsor do hereby certify:

That in my opinion the Sponsor is empowered to enter into the foregoing Grant Agreement under the laws of the State of Kansas. Further, I have examined the foregoing Grant Agreement and the actions taken by said Sponsor and Sponsor's official representative has been duly authorized and that the execution thereof is in all respects due and proper and in accordance with the laws of the said State and the ARP Act. The Sponsor understands funding made available under this Grant Agreement may only be used for costs related to operations, personnel, cleaning, sanitization, janitorial services, and combating the spread of pathogens at the airport incurred on or after January 20, 2020, or for debt service payments that are due on or after March 11, 2021. Further, it is my opinion the foregoing Grant Agreement constitutes a legal and binding obligation of the Sponsor in accordance with the terms thereof.

Please read the following information: By signing this document, you are agreeing that you have reviewed the following consumer disclosure information and consent to transact business using electronic communications, to receive notices and disclosures electronically, and to utilize electronic signatures in lieu of using paper documents. You are not required to receive notices and disclosures or sign documents electronically. If you prefer not to do so, you may request to receive paper copies and withdraw your consent at any time.

Dated at November 10, 2021

By: Jennifer Magana
Jennifer Magana (Nov 10, 2021 15:45 CST)
(Signature of Sponsor's Attorney)

AIRPORT RESCUE GRANT ASSURANCES

AIRPORT SPONSORS

A. General.

1. These Airport Rescue Grant Assurances are required to be submitted as part of the application by sponsors requesting funds under the provisions of the American Rescue Plan Act of 2021 ("ARP Act," or "the Act"), Public Law 117-2. As used herein, the term "public agency sponsor" means a public agency with control of a public-use airport; the term "private sponsor" means a private owner of a public-use airport; and the term "sponsor" includes both public agency sponsors and private sponsors.
2. Upon acceptance of this Airport Rescue Grant offer by the sponsor, these assurances are incorporated into and become part of this Airport Rescue Grant Agreement.

B. Sponsor Certification.

The sponsor hereby assures and certifies, with respect to this Airport Rescue Grant that:

It will comply with all applicable Federal laws, regulations, executive orders, policies, guidelines, and requirements as they relate to the application, acceptance, and use of Federal funds for this Airport Rescue Grant including but not limited to the following:

FEDERAL LEGISLATION

- a. 49 U.S.C. Chapter 471, as applicable
 - b. Davis-Bacon Act — 40 U.S.C. 276(a), et. seq.
 - c. Federal Fair Labor Standards Act — 29 U.S.C. 201, et. seq.
 - d. Hatch Act — 5 U.S.C. 1501, et. seq.²
 - e. Uniform Relocation Assistance and Real Property Acquisition Policies Act of 1970 Title 42 U.S.C. 4601, et. seq.
 - f. National Historic Preservation Act of 1966 — Section 106 — 16 U.S.C. 470(f).
 - g. Archeological and Historic Preservation Act of 1974 — 16 U.S.C. 469 through 469c.
 - h. Native Americans Grave Repatriation Act — 25 U.S.C. Section 3001, et. seq.
 - i. Clean Air Act, P.L. 90-148, as amended.
 - j. Coastal Zone Management Act, P.L. 93-205, as amended.
 - k. Flood Disaster Protection Act of 1973 — Section 102(a) — 42 U.S.C. 4012a.
 - l. Title 49, U.S.C., Section 303, (formerly known as Section 4(f)).
 - m. Rehabilitation Act of 1973 — 29 U.S.C. 794.
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- n. Title VI of the Civil Rights Act of 1964 (42 U.S.C. § 2000d et seq., 78 stat. 252) (prohibits discrimination on the basis of race, color, national origin).
- o. Americans with Disabilities Act of 1990, as amended, (42 U.S.C. § 12101 et seq.), prohibits discrimination on the basis of disability).
- p. Age Discrimination Act of 1975 — 42 U.S.C. 6101, et. seq.
- q. American Indian Religious Freedom Act, P.L. 95-341, as amended.
- r. Architectural Barriers Act of 1968 — 42 U.S.C. 4151, et. seq.
- s. Power plant and Industrial Fuel Use Act of 1978 — Section 403- 2 U.S.C. 8373.
- t. Contract Work Hours and Safety Standards Act — 40 U.S.C. 327, et. seq.
- u. Copeland Anti-kickback Act — 18 U.S.C. 874.1.
- v. National Environmental Policy Act of 1969 — 42 U.S.C. 4321, et. seq.
- w. Wild and Scenic Rivers Act, P.L. 90-542, as amended.
- x. Single Audit Act of 1984 — 31 U.S.C. 7501, et. seq.²
- y. Drug-Free Workplace Act of 1988 — 41 U.S.C. 702 through 706.
- z. The Federal Funding Accountability and Transparency Act of 2006, as amended (Pub. L. 109-282, as amended by section 6202 of Pub. L. 110-252).

EXECUTIVE ORDERS

- a. Executive Order 11246 – Equal Employment Opportunity
- b. Executive Order 11990 – Protection of Wetlands
- c. Executive Order 11998 – Flood Plain Management
- d. Executive Order 12372 – Intergovernmental Review of Federal Programs
- e. Executive Order 12699 – Seismic Safety of Federal and Federally Assisted New Building Construction
- f. Executive Order 12898 – Environmental Justice
- g. Executive Order 14005 – Ensuring the Future Is Made in All of America by All of America's Workers.

FEDERAL REGULATIONS

- a. 2 CFR Part 180 – OMB Guidelines to Agencies on Governmentwide Debarment and Suspension (Nonprocurement).
 - b. 2 CFR Part 200 – Uniform Administrative Requirements, Cost Principles, and Audit Requirements for Federal Awards.^{3,4}
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- c. 2 CFR Part 1200 – Nonprocurement Suspension and Debarment.
- d. 28 CFR Part 35 – Discrimination on the Basis of Disability in State and Local Government Services.
- e. 28 CFR § 50.3 – U.S. Department of Justice Guidelines for Enforcement of Title VI of the Civil Rights Act of 1964.
- f. 29 CFR Part 1 – Procedures for predetermination of wage rates.¹
- g. 29 CFR Part 3 – Contractors and subcontractors on public building or public work financed in whole or part by loans or grants from the United States.¹
- h. 29 CFR Part 5 – Labor standards provisions applicable to contracts covering Federally financed and assisted construction (also labor standards provisions applicable to non-construction contracts subject to the Contract Work Hours and Safety Standards Act).¹
- i. 41 CFR Part 60 – Office of Federal Contract Compliance Programs, Equal Employment Opportunity, Department of Labor (Federal and Federally assisted contracting requirements).¹
- j. 49 CFR Part 20 – New restrictions on lobbying.
- k. 49 CFR Part 21 – Nondiscrimination in Federally-assisted programs of the Department of Transportation - effectuation of Title VI of the Civil Rights Act of 1964.
- l. 49 CFR Part 23 – Participation by Disadvantage Business Enterprise in Airport Concessions.
- m. 49 CFR Part 26 – Participation by Disadvantaged Business Enterprises in Department of Transportation Program.
- n. 49 CFR Part 27 – Nondiscrimination on the Basis of Handicap in Programs and Activities Receiving or Benefiting from Federal Financial Assistance.¹
- o. 49 CFR Part 28 – Enforcement of Nondiscrimination on the Basis of Handicap in Programs or Activities conducted by the Department of Transportation.
- p. 49 CFR Part 30 – Denial of public works contracts to suppliers of goods and services of countries that deny procurement market access to U.S. contractors.
- q. 49 CFR Part 32 – Government-wide Requirements for Drug-Free Workplace (Financial Assistance).
- r. 49 CFR Part 37 – Transportation Services for Individuals with Disabilities (ADA).
- s. 49 CFR Part 41 – Seismic safety of Federal and Federally assisted or regulated new building construction.

FOOTNOTES TO AIRPORT RESCUE GRANT ASSURANCE B

- ¹ These laws do not apply to airport planning sponsors.
- ² These laws do not apply to private sponsors.
- ³ Cost principles established in 2 CFR Part 200 subpart E must be used as guidelines for determining the eligibility of specific types of expenses
- ⁴ Audit requirements established in 2 CFR Part 200 subpart F are the guidelines for audits.

SPECIFIC ASSURANCES

Specific assurances required to be included in grant agreements by any of the above laws, regulations, or circulars are incorporated by reference in this Grant Agreement.

1. Purpose Directly Related to the Airport

It certifies that the reimbursement sought is for a purpose directly related to the airport.

2. Responsibility and Authority of the Sponsor.

a. Public Agency Sponsor:

It has legal authority to apply for this Grant, and to finance and carry out the proposed grant; that an official decision has been made by the applicant's governing body authorizing the filing of the application, including all understandings and assurances contained therein, and directing and authorizing the person identified as the official representative of the applicant to act in connection with the application and to provide such additional information as may be required.

b. Private Sponsor:

It has legal authority to apply for this Grant and to finance and carry out the proposed Grant and comply with all terms, conditions, and assurances of this Grant Agreement. It shall designate an official representative and shall in writing direct and authorize that person to file this application, including all understandings and assurances contained therein; to act in connection with this application; and to provide such additional information as may be required.

3. Good Title.

It, a public agency or the Federal government, holds good title, satisfactory to the Secretary, to the landing area of the airport or site thereof, or will give assurance satisfactory to the Secretary that good title will be acquired.

4. Preserving Rights and Powers.

- a. It will not take or permit any action which would operate to deprive it of any of the rights and powers necessary to perform any or all of the terms, conditions, and assurances in this Grant Agreement without the written approval of the Secretary, and will act promptly to acquire, extinguish, or modify any outstanding rights or claims of right of others which would interfere with such performance by the sponsor. This shall be done in a manner acceptable to the Secretary.
- b. If the sponsor is a private sponsor, it will take steps satisfactory to the Secretary to ensure that the airport will continue to function as a public-use airport in accordance with this Grant Agreement.
- c. If an arrangement is made for management and operation of the airport by any agency or person other than the sponsor or an employee of the sponsor, the sponsor will reserve sufficient rights and authority to insure that the airport will be operated and maintained in accordance Title 49, United States Code, the regulations, and the terms and conditions of this Grant Agreement.

5. Consistency with Local Plans.

Any project undertaken by this Grant Agreement is reasonably consistent with plans (existing at the time of submission of the Airport Rescue Grant application) of public agencies that are authorized

by the State in which the project is located to plan for the development of the area surrounding the airport.

6. Consideration of Local Interest.

It has given fair consideration to the interest of communities in or near where any project undertaken by this Grant Agreement may be located.

7. Consultation with Users.

In making a decision to undertake any airport development project undertaken by this Grant Agreement, it has undertaken reasonable consultations with affected parties using the airport at which project is proposed.

8. Pavement Preventative Maintenance.

With respect to a project undertaken by this Grant Agreement for the replacement or reconstruction of pavement at the airport, it assures or certifies that it has implemented an effective airport pavement maintenance-management program and it assures that it will use such program for the useful life of any pavement constructed, reconstructed, or repaired with Federal financial assistance at the airport, including Airport Rescue Grant funds provided under this Grant Agreement. It will provide such reports on pavement condition and pavement management programs as the Secretary determines may be useful.

9. Accounting System, Audit, and Record Keeping Requirements.

- a. It shall keep all Grant accounts and records which fully disclose the amount and disposition by the recipient of the proceeds of this Grant, the total cost of the Grant in connection with which this Grant is given or used, and the amount or nature of that portion of the cost of the Grant supplied by other sources, and such other financial records pertinent to the Grant. The accounts and records shall be kept in accordance with an accounting system that will facilitate an effective audit in accordance with the Single Audit Act of 1984.
- b. It shall make available to the Secretary and the Comptroller General of the United States, or any of their duly authorized representatives, for the purpose of audit and examination, any books, documents, papers, and records of the recipient that are pertinent to this Grant. The Secretary may require that an appropriate audit be conducted by a recipient. In any case in which an independent audit is made of the accounts of a sponsor relating to the disposition of the proceeds of a Grant or relating to the Grant in connection with which this Grant was given or used, it shall file a certified copy of such audit with the Comptroller General of the United States not later than six (6) months following the close of the fiscal year for which the audit was made.

10. Minimum Wage Rates.

It shall include, in all contracts in excess of \$2,000 for work on the airport funded under this Grant Agreement which involve labor, provisions establishing minimum rates of wages, to be predetermined by the Secretary of Labor, in accordance with the Davis-Bacon Act, as amended (40 U.S.C. 276a-276a-5), which contractors shall pay to skilled and unskilled labor, and such minimum rates shall be stated in the invitation for bids and shall be included in proposals or bids for the work.

11. Veteran's Preference.

It shall include in all contracts for work on any airport development project funded under this Grant Agreement which involve labor, such provisions as are necessary to insure that, in the employment

of labor (except in executive, administrative, and supervisory positions), preference shall be given to Vietnam-era veterans, Persian Gulf veterans, Afghanistan-Iraq war veterans, disabled veterans, and small business concerns owned and controlled by disabled veterans as defined in Section 47112 of Title 49, United States Code. However, this preference shall apply only where the individuals are available and qualified to perform the work to which the employment relates.

12. Operation and Maintenance.

- a. The airport and all facilities which are necessary to serve the aeronautical users of the airport, other than facilities owned or controlled by the United States, shall be operated at all times in a safe and serviceable condition and in accordance with the minimum standards as may be required or prescribed by applicable Federal, State and local agencies for maintenance and operation. It will not cause or permit any activity or action thereon which would interfere with its use for airport purposes. It will suitably operate and maintain the airport and all facilities thereon or connected therewith, with due regard to climatic and flood conditions. Any proposal to temporarily close the airport for non-aeronautical purposes must first be approved by the Secretary. In furtherance of this assurance, the sponsor will have in effect arrangements for:
 1. Operating the airport's aeronautical facilities whenever required;
 2. Promptly marking and lighting hazards resulting from airport conditions, including temporary conditions; and
 3. Promptly notifying airmen of any condition affecting aeronautical use of the airport. Nothing contained herein shall be construed to require that the airport be operated for aeronautical use during temporary periods when snow, flood or other climatic conditions interfere with such operation and maintenance. Further, nothing herein shall be construed as requiring the maintenance, repair, restoration, or replacement of any structure or facility which is substantially damaged or destroyed due to an act of God or other condition or circumstance beyond the control of the sponsor.
- b. It will suitably operate and maintain noise compatibility program items that it owns or controls upon which Federal funds have been expended.

13. Hazard Removal and Mitigation.

It will take appropriate action to assure that such terminal airspace as is required to protect instrument and visual operations to the airport (including established minimum flight altitudes) will be adequately cleared and protected by removing, lowering, relocating, marking, or lighting or otherwise mitigating existing airport hazards and by preventing the establishment or creation of future airport hazards.

14. Compatible Land Use.

It will take appropriate action, to the extent reasonable, including the adoption of zoning laws, to restrict the use of land adjacent to or in the immediate vicinity of the airport to activities and purposes compatible with normal airport operations, including landing and takeoff of aircraft.

15. Exclusive Rights.

The sponsor shall not grant an exclusive right to use an air navigation facility on which this Grant has been expended. However, providing services at an airport by only one fixed-based operator is not an exclusive right if—

- a. it is unreasonably costly, burdensome, or impractical for more than one fixed-based operator to provide the services; and
- b. allowing more than one fixed-based operator to provide the services requires a reduction in space leased under an agreement existing on September 3, 1982, between the operator and the airport.

16. Airport Revenues.

- a. This Grant shall be available for any purpose for which airport revenues may lawfully be used to prevent, prepare for, and respond to coronavirus. Funds provided under this Airport Rescue Grant Agreement will only be expended for the capital or operating costs of the airport; the local airport system; or other local facilities which are owned or operated by the owner or operator of the airport(s) subject to this agreement and all applicable addendums for costs related to operations, personnel, cleaning, sanitization, janitorial services, combating the spread of pathogens at the airport, and debt service payments as prescribed in the Act
- b. For airport development, 49 U.S.C. § 47133 applies.

17. Reports and Inspections.

It will:

- a. submit to the Secretary such annual or special financial and operations reports as the Secretary may reasonably request and make such reports available to the public; make available to the public at reasonable times and places a report of the airport budget in a format prescribed by the Secretary;
- b. in a format and time prescribed by the Secretary, provide to the Secretary and make available to the public following each of its fiscal years, an annual report listing in detail:
 - 1. all amounts paid by the airport to any other unit of government and the purposes for which each such payment was made; and
 - 2. all services and property provided by the airport to other units of government and the amount of compensation received for provision of each such service and property.

18. Land for Federal Facilities.

It will furnish without cost to the Federal Government for use in connection with any air traffic control or air navigation activities, or weather-reporting and communication activities related to air traffic control, any areas of land or water, or estate therein, or rights in buildings of the sponsor as the Secretary considers necessary or desirable for construction, operation, and maintenance at Federal expense of space or facilities for such purposes. Such areas or any portion thereof will be made available as provided herein within four months after receipt of a written request from the Secretary.

19. Airport Layout Plan.

- a. Subject to the FAA Reauthorization Act of 2018, Public Law 115-254, Section 163, it will keep up to date at all times an airport layout plan of the airport showing:
 - 1. boundaries of the airport and all proposed additions thereto, together with the boundaries of all offsite areas owned or controlled by the sponsor for airport purposes and proposed additions thereto;

2. the location and nature of all existing and proposed airport facilities and structures (such as runways, taxiways, aprons, terminal buildings, hangars and roads), including all proposed extensions and reductions of existing airport facilities;
 3. the location of all existing and proposed non-aviation areas and of all existing improvements thereon; and
 4. all proposed and existing access points used to taxi aircraft across the airport's property boundary. Such airport layout plans and each amendment, revision, or modification thereof, shall be subject to the approval of the Secretary which approval shall be evidenced by the signature of a duly authorized representative of the Secretary on the face of the airport layout plan. The sponsor will not make or permit any changes or alterations in the airport or any of its facilities which are not in conformity with the airport layout plan as approved by the Secretary and which might, in the opinion of the Secretary, adversely affect the safety, utility or efficiency of the airport.
- b. Subject to the FAA Reauthorization Act of 2018, Public Law 115-254, Section 163, if a change or alteration in the airport or the facilities is made which the Secretary determines adversely affects the safety, utility, or efficiency of any federally owned, leased, or funded property on or off the airport and which is not in conformity with the airport layout plan as approved by the Secretary, the owner or operator will, if requested, by the Secretary (1) eliminate such adverse effect in a manner approved by the Secretary; or (2) bear all costs of relocating such property (or replacement thereof) to a site acceptable to the Secretary and all costs of restoring such property (or replacement thereof) to the level of safety, utility, efficiency, and cost of operation existing before the unapproved change in the airport or its facilities except in the case of a relocation or replacement of an existing airport facility due to a change in the Secretary's design standards beyond the control of the airport sponsor.

20. Civil Rights.

It will promptly take any measures necessary to ensure that no person in the United States shall, on the grounds of race, creed, color, national origin, sex, age, or disability be excluded from participation in, be denied the benefits of, or be otherwise subjected to discrimination in any activity conducted with, or benefiting from, funds received from this Grant.

- a. Using the definitions of activity, facility, and program as found and defined in §§ 21.23 (b) and 21.23 (e) of 49 CFR Part 21, the sponsor will facilitate all programs, operate all facilities, or conduct all programs in compliance with all non-discrimination requirements imposed by or pursuant to these assurances.
- b. Applicability
 1. Programs and Activities. If the sponsor has received a grant (or other Federal assistance) for any of the sponsor's program or activities, these requirements extend to all of the sponsor's programs and activities
 2. Facilities. Where it receives a grant or other Federal financial assistance to construct, expand, renovate, remodel, alter, or acquire a facility, or part of a facility, the assurance extends to the entire facility and facilities operated in connection therewith.
 3. Real Property. Where the sponsor receives a grant or other Federal financial assistance in the form of, or for the acquisition of, real property or an interest in real property, the assurance will extend to rights to space on, over, or under such property.

c. Duration

The sponsor agrees that it is obligated to this assurance for the period during which Federal financial assistance is extended to the program, except where the Federal financial assistance is to provide, or is in the form of, personal property, or real property, or interest therein, or structures or improvements thereon, in which case the assurance obligates the sponsor, or any transferee for the longer of the following periods:

1. So long as the airport is used as an airport, or for another purpose involving the provision of similar services or benefits; or
2. So long as the sponsor retains ownership or possession of the property.

d. Required Solicitation Language

It will include the following notification in all solicitations for bids, Requests for Proposals for work, or material under this Grant and in all proposals for agreements, including airport concessions, regardless of funding source:

"The Wichita Airport Authority, in accordance with the provisions of Title VI of the Civil Rights Act of 1964 (78 Stat. 252, 42 U.S.C. §§ 2000d to 2000d-4) and the Regulations, hereby notifies all bidders that it will affirmatively ensure that for any contract entered into pursuant to this advertisement, disadvantaged business enterprises and airport concession disadvantaged business enterprises will be afforded full and fair opportunity to submit bids in response to this invitation and will not be discriminated against on the grounds of race, color, or national origin in consideration for an award."

e. Required Contract Provisions.

1. It will insert the non-discrimination contract clauses requiring compliance with the acts and regulations relative to non-discrimination in Federally-assisted programs of the DOT, and incorporating the acts and regulations into the contracts by reference in every contract or agreement subject to the non-discrimination in Federally-assisted programs of the DOT Acts and regulations.
2. It will include a list of the pertinent non-discrimination authorities in every contract that is subject to the non-discrimination acts and regulations.
3. It will insert non-discrimination contract clauses as a covenant running with the land, in any deed from the United States effecting or recording a transfer of real property, structures, use, or improvements thereon or interest therein to a sponsor.
4. It will insert non-discrimination contract clauses prohibiting discrimination on the basis of race, color, national origin, creed, sex, age, or handicap as a covenant running with the land, in any future deeds, leases, license, permits, or similar instruments entered into by the sponsor with other parties:
 - A. For the subsequent transfer of real property acquired or improved under the applicable activity, grant, or program; and
 - B. For the construction or use of, or access to, space on, over, or under real property acquired or improved under the applicable activity, grant, or program.

- C. It will provide for such methods of administration for the program as are found by the Secretary to give reasonable guarantee that it, other recipients, sub-recipients, sub-grantees, contractors, subcontractors, consultants, transferees, successors in interest, and other participants of Federal financial assistance under such program will comply with all requirements imposed or pursuant to the acts, the regulations, and this assurance.
- D. It agrees that the United States has a right to seek judicial enforcement with regard to any matter arising under the acts, the regulations, and this assurance.

21. Foreign Market Restrictions.

It will not allow funds provided under this Grant to be used to fund any activity that uses any product or service of a foreign country during the period in which such foreign country is listed by the United States Trade Representative as denying fair and equitable market opportunities for products and suppliers of the United States in procurement and construction.

22. Policies, Standards and Specifications.

It will carry out any project funded under an Airport Rescue Grant in accordance with policies, standards, and specifications approved by the Secretary including, but not limited to, current FAA Advisory Circulars for AIP projects, as of June 22, 2021.

23. Access By Intercity Buses.

The airport owner or operator will permit, to the maximum extent practicable, intercity buses or other modes of transportation to have access to the airport; however, it has no obligation to fund special facilities for intercity buses or for other modes of transportation.

24. Disadvantaged Business Enterprises.

The sponsor shall not discriminate on the basis of race, color, national origin or sex in the award and performance of any DOT-assisted contract covered by 49 CFR Part 26, or in the award and performance of any concession activity contract covered by 49 CFR Part 23. In addition, the sponsor shall not discriminate on the basis of race, color, national origin or sex in the administration of its Disadvantaged Business Enterprise (DBE) and Airport Concessions Disadvantaged Business Enterprise (ACDBE) programs or the requirements of 49 CFR Parts 23 and 26. The sponsor shall take all necessary and reasonable steps under 49 CFR Parts 23 and 26 to ensure nondiscrimination in the award and administration of DOT-assisted contracts, and/or concession contracts. The sponsor's DBE and ACDBE programs, as required by 49 CFR Parts 26 and 23, and as approved by DOT, are incorporated by reference in this agreement. Implementation of these programs is a legal obligation and failure to carry out its terms shall be treated as a violation of this agreement. Upon notification to the sponsor of its failure to carry out its approved program, the Department may impose sanctions as provided for under Parts 26 and 23 and may, in appropriate cases, refer the matter for enforcement under 18 U.S.C. 1001 and/or the Program Fraud Civil Remedies Act of 1936 (31 U.S.C. 3801).

25. Acquisition Thresholds.

The FAA deems equipment to mean tangible personal property having a useful life greater than one year and a per-unit acquisition cost equal to or greater than \$5,000. Procurements by micro-purchase means the acquisition of goods or services for which the aggregate dollar amount does

not exceed \$10,000, unless authorized in accordance with 2 CFR § 200.320. Procurement by small purchase procedures means those relatively simple and informal procurement methods for securing goods or services that do not exceed the \$250,000 threshold for simplified acquisitions.

Current FAA Advisory Circulars Required for Use in AIP Funded and PFC Approved Projects

View the most current Series 150 Advisory Circulars (ACs) for Airport Projects at
http://www.faa.gov/airports/resources/advisory_circulars and
http://www.faa.gov/regulations_policies/advisory_circulars



U.S. Department
of Transportation
Federal Aviation
Administration

Airports Division
Central Region
Iowa, Kansas, Missouri, Nebraska

FAA ACE-630
Office of Airports (ACE-
600)
901 Locust, Room 364
Kansas City, MO 64106

Concessions Rent Relief Airport Rescue Grant Agreement Transmittal Letter

December 10, 2021

Mr. Jesse Romo
Director of Airports
Wichita Airport Authority
2173 Air Cargo Road
Wichita, KS 67209

Dear Mr. Romo:

Please find the following electronic Concessions Rent Relief Airport Rescue Grant Offer, Grant No. 3-20-0088-087-2022 for Wichita Dwight D. Eisenhower National Airport. This letter outlines expectations for success. Please read and follow the instructions carefully.

To properly enter into this agreement, you must do the following:

- a. The governing body must provide authority to execute the grant to the individual signing the grant; i.e. the sponsor's authorized representative.
- b. The sponsor's authorized representative must execute the grant, followed by the attorney's certification, no later than **February 1, 2022** in order for the grant to be valid.
- c. You may not make any modification to the text, terms, or conditions of the grant offer.
- d. The grant offer must be digitally signed by the sponsor's legal signatory authority and then routed via email to the sponsor's attorney. Once the attorney has digitally attested to the grant, an email with the executed grant will be sent to all parties.

Subject to the requirements in 2 CFR §200.305, each Concessions Rent Relief Airport Rescue Plan Reimbursement under this grant must be made electronically via the Delphi eInvoicing System. The terms and conditions of this agreement require you draw down and expend these funds within four years.

An airport sponsor may use these funds to provide rent relief to its in-terminal concessions. Please refer to the [Airport Rescue Grants Frequently Asked Questions](#) for further information.

To receive reimbursement of your Concessions Rent Relief Airport Rescue Grant funds, upload a Concessions Rent Relief Airport Rescue Plan into Delphi. The Concessions Rent Relief Airport Rescue Plan should include enough detail to permit FAA to verify compliance with the American Rescue Plan Act (Public Law 117-2).

As part of your final reimbursement request, you are required to include in Delphi:

- A signed SF-425, *Federal Financial Report*
- A signed close-out report (a sample report is available [here](#)).

Until the grant is completed and closed, you are responsible for submitting a signed and dated SF-425 annually, due 90 days after the end of each Federal fiscal year in which this grant is open (due December 31 of each year this grant is open).

I am readily available to assist you and your designated representative with the requirements stated herein. The FAA sincerely values your cooperation in these efforts.

Sincerely,

Jason Knipp

Kansas Planner

[ADO has discretion to delegate signature authority to Program Manager]



U.S. Department
of Transportation
Federal Aviation
Administration

CONCESSIONS RENT RELIEF AIRPORT RESCUE

GRANT AGREEMENT

Part I - Offer

Federal Award Offer Date December 10, 2021

Airport/Planning Area Wichita Dwight D. Eisenhower National Airport

Concessions Rent Relief
Airport Rescue Grant
Number 3-20-0088-087-2022

Unique Entity Identifier 124970641

TO: Wichita Airport Authority
(herein called the "Sponsor")

FROM: The United States of America (acting through the Federal Aviation Administration, herein called the "FAA")

WHEREAS, the Sponsor has submitted to the FAA a Concessions Rent Relief Airport Rescue Grant Application dated June 22, 2021, for a grant of Federal funds to reimburse the Sponsor for providing relief from rent and minimum annual guarantees (MAG) to each eligible in-terminal airport concession at Wichita Dwight D. Eisenhower National Airport, in accordance with the American Rescue Plan Act ("ARP Act"), Public Law 117-2, Section 7102;

WHEREAS, the Sponsor has accepted the terms of this Concessions Rent Relief Airport Rescue Grant Offer (the "Offer");

WHEREAS, in consideration of the promises, representations, and assurances provided by the Sponsor, the FAA has approved the Grant Application for the Wichita Dwight D. Eisenhower National Airport, consisting of the following:

WHEREAS, this Concessions Rent Relief Airport Rescue Grant Agreement (the "Grant" or "Agreement") is provided in accordance with the ARP Act to provide certain amounts of grant assistance, as described below, to eligible sponsors in amounts to specific airports derived by legislative formula (See Section 7102 of the Act);

WHEREAS, this Grant hereby obligates \$586,726 to in-terminal Small Airport Concessions per the ARP Act, and \$146,681 to in-terminal Large Airport Concessions per the ARP Act. The obligations are to provide relief from rent and MAG obligations, as applicable, to each eligible in-terminal airport concession in an amount that reflects each eligible in-terminal airport concession's proportional share of the total amount of the rent and MAG at Wichita Dwight D. Eisenhower National Airport by legislatively prescribed category (Small or Large Airport Concession), as further defined herein, for relief provided no earlier than March 11, 2021, in accordance with an FAA-approved Concessions Rent Relief Airport Rescue Plan (herein called "the Plan"), until the funds have been fully expended;

NOW THEREFORE, in accordance with the applicable provisions of the ARP Act, Public Law 117-2, Section 7102, the representations contained in the Concessions Rent Relief Airport Rescue Grant Application, and in consideration of, (a) the Sponsor's acceptance of this Offer for a Grant, the terms, conditions, and assurances of this Grant Agreement ("Grant Agreement" or "Agreement"); and, (b) the benefits to accrue to the United States and the public from the accomplishment of the Grant, and in compliance with the conditions and requirements as herein provided.

THE FEDERAL AVIATION ADMINISTRATION, FOR AND ON BEHALF OF THE UNITED STATES, HEREBY OFFERS AND AGREES to pay 100% of the allowable concessions rent and MAG relief as a result of and in accordance with this Grant Agreement.

Assistance Listings Number (Formerly CFDA Number): 20.106

This offer is made on and **SUBJECT TO THE FOLLOWING ADDITIONAL TERMS AND CONDITIONS:**

CONDITIONS

1. **Maximum Obligation.** The maximum obligation of the United States payable under this Offer is \$733,407, allocated as follows:
 - \$146,681 ARPA Large Concessions KY2022
 - \$586,726 ARPA Small Concessions KZ2022
2. **Grant Performance.** This Grant Agreement is subject to the following Federal award requirements:
 - a. The Period of Performance:
 1. Shall start on the date the Sponsor formally accepts this Grant and is the date signed by the last Sponsor signatory to the Grant Agreement. The end date of the Period of Performance is 4 years (1,460 calendar days) from the date of acceptance. The Period of Performance end date shall not affect, relieve, or reduce Sponsor obligations and assurances that extend beyond the closeout of this Grant.
 2. Means the total estimated time interval between the start of an initial Federal award and the planned end date, which may include one or more funded portions, or budget periods. (2 Code of Federal Regulations (CFR) § 200.1)
 - b. The Budget Period:
 1. The Budget Period for this Grant is 4 years (1,460 calendar days). Pursuant to 2 CFR § 200.403(h), the Sponsor may charge to the Grant only allowable costs incurred during the Budget Period.

2. Means the time interval from the start date of a funded portion of an award to the end date of that funded portion during which the Sponsor is authorized to expend the funds awarded, including any funds carried forward or other revisions pursuant to § 200.308.
- c. Closeout and Termination.
1. Unless the FAA authorizes a written extension, the Sponsor must submit all Grant closeout documentation and liquidate (payoff) all obligations incurred under this award no later than 120 calendar days after the end date of the Period of Performance. If the Sponsor does not submit all required closeout documentation within this time period, the FAA will proceed to close out the Grant within one year of the Period of Performance end date with the information available at the end of 120 days. (2 CFR § 200.344)
 2. The FAA may terminate this Grant, in whole or in part, in accordance with the conditions set forth in 2 CFR § 200.340 or other Federal regulatory or statutory authorities as applicable.
3. **Unallowable Reimbursable Rent Relief.** The Sponsor shall not seek reimbursement for any concessions rent and MAG relief that the FAA has determined to be unallowable under the ARP Act.
 4. **Final Federal Share of Reimbursable Rent Relief.** The United States' share of allowable Grant concessions rent relief is 100%.
 5. **Completing the Grant without Delay and in Conformance with Requirements.** The Sponsor must carry out and provide the concessions rent and MAG relief without undue delays and in accordance with this Grant Agreement, the ARP Act, and the regulations, policies, standards, and procedures of the Secretary of Transportation ("Secretary"). Pursuant to 2 CFR § 200.308, the Sponsor agrees to report to the FAA any disengagement from the project eligible under the Grant that exceeds three months or a 25% reduction in time devoted to the Grant, and request prior approval from FAA. The report must include a reason for the stoppage. The Sponsor agrees to comply with the attached assurances, which are part of this Agreement and any addendum that may be attached hereto at a later date by mutual consent.
 6. **Amendments or Withdrawals before Grant Acceptance.** The FAA reserves the right to amend or withdraw this Offer at any time prior to its acceptance by the Sponsor.
 7. **Offer Expiration Date.** This Offer will expire and the United States will not be obligated to pay any part of the costs unless this Offer has been accepted by the Sponsor on or before February 1, 2022, or such subsequent date as may be prescribed in writing by the FAA.
 8. **Improper Use of Federal Funds.** The Sponsor must take all steps, including litigation if necessary, to recover Federal funds spent fraudulently, wastefully, or in violation of Federal antitrust statutes, or misused in any other manner, including uses that violate this Grant Agreement, the ARP Act, or other provision of applicable law. For the purposes of this Grant Agreement, the term "Federal funds" means funds however used or dispersed by the Sponsor that were originally paid pursuant to this or any other Federal grant agreement(s). The Sponsor must return the recovered Federal share, including funds recovered by settlement, order, or judgment, to the Secretary. The Sponsor must furnish to the Secretary, upon request, all documents and records pertaining to the determination of the amount of the Federal share or to any settlement, litigation, negotiation, or other efforts taken to recover such funds. All settlements or other final positions of the Sponsor, in court or otherwise, involving the recovery of such Federal share require advance approval by the Secretary.

9. **United States Not Liable for Damage or Injury.** The United States is not responsible or liable for damage to property or injury to persons that may arise from, or relate to, this Grant Agreement, including, but not limited to, any action taken by a Sponsor related to or arising from, directly or indirectly, this Grant Agreement.
10. **System for Award Management (SAM) Registration and Unique Entity Identifier (UEI).**
 - a. Requirement for System for Award Management (SAM): Unless the Sponsor is exempted from this requirement under 2 CFR 25.110, the Sponsor must maintain the currency of its information in SAM until the Sponsor submits the final financial report required under this Grant, or receives the final payment, whichever is later. This requires that the Sponsor review and update the information at least annually after the initial registration and more frequently if required by changes in information or another award term. Additional information about registration procedures may be found at the SAM website (currently at <http://www.sam.gov>).
 - b. Unique entity identifier (UEI) means a 12-character alpha-numeric value used to identify a specific commercial, nonprofit, or governmental entity. A UEI may be obtained from SAM.gov at <https://sam.gov/SAM/pages/public/index.jsf>.
11. **Electronic Grant Payment(s).** Unless otherwise directed by the FAA, the Sponsor must make each payment request under this agreement electronically via the Delphi Invoicing System for Department of Transportation (DOT) Financial Assistance Awardees.
12. **Air and Water Quality.** The Sponsor is required to comply with all applicable air and water quality standards for all concessions rent and MAG relief provided under this Grant. If the Sponsor fails to comply with this requirement, the FAA may suspend, cancel, or terminate this Grant Agreement.
13. **Financial Reporting and Payment Requirements.** The Sponsor will comply with all Federal financial reporting requirements and payment requirements, including submittal of timely and accurate reports.
14. **Buy American.** Unless otherwise approved in advance by the FAA, in accordance with 49 United States Code (U.S.C.) § 50101, the Sponsor will not acquire or permit any contractor or subcontractor to acquire any steel or manufactured goods produced outside the United States to be used for any project for which funds are provided under this grant. The Sponsor will include a provision implementing Buy American in every contract.
15. **Audits for Sponsors.**
PUBLIC SPONSORS. The Sponsor must provide for a Single Audit or program-specific audit in accordance with 2 CFR Part 200. The Sponsor must submit the audit reporting package to the Federal Audit Clearinghouse on the Federal Audit Clearinghouse's Internet Data Entry System at <http://harvester.census.gov/facweb/>. Upon request of the FAA, the Sponsor shall provide one copy of the completed audit to the FAA. Sponsors that expend less than \$750,000 in Federal awards and are exempt from Federal audit requirements must make records available for review or audit by the appropriate Federal agency officials, State, and Government Accountability Office. The FAA and other appropriate Federal agencies may request additional information to meet all Federal audit requirements.
16. **Suspension or Debarment.** When entering into a "covered transaction" as defined by 2 CFR § 180.200, the Sponsor must:
 - a. Verify the non-Federal entity is eligible to participate in this Federal program by:

1. Checking the excluded parties list system (EPLS) as maintained within the System for Award Management (SAM) to determine if the non-Federal entity is excluded or disqualified; or
 2. Collecting a certification statement from the non-Federal entity attesting the entity is not excluded or disqualified from participating; or
 3. Adding a clause or condition to covered transactions attesting the individual or firm is not excluded or disqualified from participating.
- b. Require prime contractors to comply with 2 CFR § 180.330 when entering into lower-tier transactions (e.g., subcontracts).
 - c. Immediately disclose to the FAA whenever the Sponsor (1) learns the Sponsor has entered into a covered transaction with an ineligible entity, or (2) suspends or debar a contractor, person, or entity.

17. Ban on Texting While Driving.

- a. In accordance with Executive Order 13513, Federal Leadership on Reducing Text Messaging While Driving, October 1, 2009, and DOT Order 3902.10, Text Messaging While Driving, December 30, 2009, the Sponsor is encouraged to:
 1. Adopt and enforce workplace safety policies to decrease crashes caused by distracted drivers, including policies to ban text messaging while driving when performing any work for, or on behalf of, the Federal government, including work relating to this Grant or subgrant funded by this Grant.
 2. Conduct workplace safety initiatives in a manner commensurate with the size of the business, such as:
 - A. Establishment of new rules and programs or re-evaluation of existing programs to prohibit text messaging while driving; and
 - B. Education, awareness, and other outreach to employees about the safety risks associated with texting while driving.
- b. The Sponsor must insert the substance of this clause on banning texting while driving in all subgrants, contracts, and subcontracts funded by this Grant.

18. Trafficking in Persons.

- a. You as the recipient, your employees, subrecipients under this Grant, and subrecipients' employees may not –
 1. Engage in severe forms of trafficking in persons during the period of time that the award is in effect;
 2. Procure a commercial sex act during the period of time that the award is in effect; or
 3. Use forced labor in the performance of the award or subawards under this Grant.
- b. The FAA as the Federal awarding agency may unilaterally terminate this award, without penalty, if you or a subrecipient that is a private entity –
 1. Is determined to have violated a prohibition in paragraph a. of this condition; or

2. Has an employee who is determined by the agency official authorized to terminate the Grant Agreement to have violated a prohibition in paragraph a. of this condition through conduct that is either –
 - A. Associated with performance under this Grant Agreement; or
 - B. Imputed to the subrecipient using the standards and due process for imputing the conduct of an individual to an organization that are provided in 2 CFR Part 180, “OMB Guidelines to Agencies on Government-wide Debarment and Suspension (Nonprocurement),” as implemented by the FAA at 2 CFR Part 1200.
- c. You must inform us immediately of any information you receive from any source alleging a violation of a prohibition in paragraph a. of this condition during this Grant Agreement.
- d. Our right to terminate unilaterally that is described in paragraph a. of this condition:
 1. Implements section 106(g) of the Trafficking Victims Protection Act of 2000, as amended (22 U.S.C. § 7104(g)), and
 2. Is in addition to all other remedies for noncompliance that are available to the FAA under this Grant Agreement.

19. Employee Protection from Reprisal.

- a. Prohibition of Reprisals —
 1. In accordance with 41 U.S.C. § 4712, an employee of a grantee or subgrantee may not be discharged, demoted, or otherwise discriminated against as a reprisal for disclosing to a person or body described in sub-paragraph a2. of this condition, information that the employee reasonably believes is evidence of:
 - a. Gross mismanagement of a Federal grant;
 - b. Gross waste of Federal funds;
 - c. An abuse of authority relating to implementation or use of Federal funds;
 - d. A substantial and specific danger to public health or safety; or
 - e. A violation of law, rule, or regulation related to a Federal grant.
 2. Persons and bodies covered: The persons and bodies to which a disclosure by an employee is covered are as follows:
 - a. A member of Congress or a representative of a committee of Congress;
 - b. An Inspector General;
 - c. The Government Accountability Office;
 - d. A Federal employee responsible for oversight or management of a grant program at the relevant agency;
 - e. A court or grand jury;
 - f. A management official or other employee of the Sponsor, contractor, or subcontractor who has the responsibility to investigate, discover, or address misconduct; or
 - g. An authorized official of the Department of Justice or other law enforcement agency.

3. **Submission of Complaint** — A person who believes that they have been subjected to a reprisal prohibited by paragraph a. of this section may submit a complaint regarding the reprisal to the Office of Inspector General (OIG) for the U.S. Department of Transportation.
 4. **Time Limitation for Submittal of a Complaint** — A complaint may not be brought under this subsection more than three years after the date on which the alleged reprisal took place.
 5. **Required Actions of the Inspector General** — Actions, limitations, and exceptions of the Inspector General's office are established under 41 U.S.C. § 4712(b).
 6. **Assumption of Rights to Civil Remedy** — Upon receipt of an explanation of a decision not to conduct or continue an investigation by the Office of Inspector General, the person submitting a complaint assumes the right to a civil remedy under 41 U.S.C. § 4712(c).
20. **Limitations.** Nothing provided herein shall be construed to limit, cancel, annul, or modify the terms of any Federal grant agreement(s), including all terms and assurances related thereto, that have been entered into by the Sponsor and the FAA prior to the date of this Grant Agreement.
 21. **Face Coverings Policy.** The Sponsor agrees to implement a face-covering (mask) policy to combat the spread of pathogens. This policy must include a requirement that all persons wear a mask, in accordance with Centers for Disease Control (CDC) and Transportation Security Administration (TSA) requirements, as applicable, at all times while in all public areas of the airport property, except to the extent exempted under those requirements. This special condition requires the Sponsor continue to require masks until Executive Order 13998, Promoting COVID-19 Safety in Domestic and International Travel is no longer effective.
 22. **Small and Large Concessions Rent Relief Set-Asides.** The Sponsor agrees that funds under this Grant are available for the Sponsor to provide relief from rent and MAG to eligible in-terminal Small Airport Concessions, per the Act, in the amount listed in condition 1 above, and for the Sponsor to provide relief from rent and MAG to eligible in-terminal Large Airport Concessions, per the Act, in the amount listed in condition 1 above. The Sponsor shall provide relief from rent and MAG from March 11, 2021, until the Sponsor has provided relief equaling the total grant amount, to the extent practicable and to the extent permissible under State laws, local laws, and applicable trust indentures.
 23. **Concessions Rent Relief Airport Rescue Plan.** The Sponsor agrees to submit to the FAA a Concessions Rent Relief Airport Rescue Plan ("the Plan") identifying the in-terminal Small and Large Airport Concessions, as defined in 49 CFR § 23.3, eligible to receive proportional funding under this Grant, in accordance with the ARP Act. The Sponsor agrees that the FAA will reimburse the Sponsor after the FAA accepts the Plan submitted by the Sponsor. The Sponsor agrees the Plan will include all elements as prescribed by the FAA to facilitate review of reimbursement payments that comply with the ARP Act.
 24. **Small Airport Concessions Rent Relief Set-Aside.** The Sponsor's Plan must specify relief from rent and MAG obligations to eligible in-terminal Small Airport Concession, meaning a small concession business with gross receipts, averaged over the previous three fiscal years, of less than \$56,420,000; or joint ventures as defined in 49 CFR § 23.3. The Sponsor agrees that relief provided to eligible in-terminal Small Airport Concessions will be a proportional share based on rent and MAG collected during a baseline time-period.
 25. **Large Airport Concessions Rent Relief Set-Aside.** The Sponsor's Plan must specify relief from rent and MAG obligations to eligible in-terminal Large Airport Concessions, meaning a concession as defined in 49 CFR § 23.3, that has gross receipts, averaged over the previous three fiscal years, of

more than \$56,420,000. The Sponsor agrees that relief provided to eligible in-terminal Large Airport Concessions will be a proportional share based on rent and MAG collected during a baseline time-period.

26. **Adjustments to Proportionality among Airport Concessions.**

- a. **Adjustments to Proportionality among Airport Concessions Set-Aside.** The Sponsor agrees that the FAA may approve reimbursement under the Act for rent and MAG relief provided to eligible in-terminal Airport Concessions on a proportional share based on rent and MAG collected during a baseline time-period. Adjustments from this proportionality amongst Airport Concessions within a respective Small or Large Concession Set-Aside are limited; must be supported by evidence and specific circumstances; and must be approved by the FAA prior to reimbursement. The Sponsor agrees the Plan will include all elements as prescribed by the FAA to facilitate review of reimbursement payments that comply with the ARP Act.
- b. **Adjustments between Small and Large Concession Set-Asides.** The Sponsor agrees that the FAA may approve reimbursement under the Act for concessions rent and MAG relief provided to eligible in-terminal Airport Concessions on a proportional share based on rent and MAG collected during a baseline time-period. Adjustments from this proportionality between Small and Large Concession Set-Asides are limited, must be supported by evidence and specific circumstances, and must be approved by the FAA prior to reimbursement. The Sponsor agrees the Plan will include all elements as prescribed by the FAA to facilitate review of reimbursement payments that comply with ARP Act.

27. **Sponsor Certification of Reimbursement Request.** To be reimbursed, the Sponsor shall provide the FAA with the Plan, and reporting data as requested, in lieu of invoices, and shall certify all information submitted is true and correct. The Sponsor may not use funds allocated herein for other airport purposes.

28. **Concession's Certification of Relief Funds.** Each airport concession to be provided relief with Grant funds shall certify to the Sponsor, prior to the Sponsor submitting a Plan, it has not and will not apply for other Federal assistance for the purpose of receiving rent and MAG relief on or after March 11, 2021.

The Sponsor's acceptance of this Offer and ratification and adoption of the Grant Application incorporated herein shall be evidenced by execution of this instrument by the Sponsor, as hereinafter provided, and this Offer and acceptance shall comprise a Grant, as provided by the ARP Act, constituting the contractual obligations and rights of the United States and the Sponsor with respect to the accomplishment of the purpose of the ARP Act and compliance with the conditions as provided herein. Further, this Grant, inclusive of all terms, conditions, and assurances provided there, and become effective upon the Sponsor's acceptance of this Offer.

Please read the following information: By signing this document, you are agreeing that you have reviewed the following consumer disclosure information and consent to transact business using electronic communications, to receive notices and disclosures electronically, and to utilize electronic signatures in lieu of using paper documents. You are not required to receive notices and disclosures or sign documents electronically. If you prefer not to do so, you may request to receive paper copies and withdraw your consent at any time.

Dated December 10, 2021

**UNITED STATES OF AMERICA
FEDERAL AVIATION ADMINISTRATION**

Jim A. Johnson

(Signature)

Jim A. Johnson

(Typed Name)

Director

(Title of FAA Official)

Part II - Acceptance

The Sponsor does hereby ratify and adopt all assurances, statements, representations, warranties, covenants, and agreements contained in the Grant Application and incorporated materials referred to in the foregoing Offer under Part I of this Grant Agreement, and does hereby accept this Offer and by such acceptance agrees to comply with all of the terms and conditions in this Offer and in the Grant Application and all applicable terms and conditions provided for in the ARP Act and other applicable provisions of Federal law.

Please read the following information: By signing this document, you are agreeing that you have reviewed the following consumer disclosure information and consent to transact business using electronic communications, to receive notices and disclosures electronically, and to utilize electronic signatures in lieu of using paper documents. You are not required to receive notices and disclosures or sign documents electronically. If you prefer not to do so, you may request to receive paper copies and withdraw your consent at any time.

I declare under penalty of perjury that the foregoing is true and correct. ¹

Dated December 10, 2021

Wichita Airport Authority

(Name of Sponsor)


Jesse R. Romo (Dec 10, 2021 14:33 CST)
(Signature of Sponsor's Designative Official/Representative)

By: Jesse R. Romo

(Type Name of Sponsor's Designative Official/Representative)

Title: Director of Airports

(Title of Sponsor's Designative Official/Representative)

¹ Knowingly and willfully providing false information to the Federal government is a violation of 18 U.S.C. Section 1001 (False Statements) and could subject you to fines, imprisonment, or both.

CERTIFICATE OF SPONSOR'S ATTORNEY

I, Jennifer Magana, acting as Attorney for the Sponsor do hereby certify:

That in my opinion the Sponsor is empowered to enter into the foregoing Grant Agreement under the laws of the State of Kansas. Further, I have examined the foregoing Grant Agreement and the actions taken by said Sponsor and Sponsor's official representative has been duly authorized and that the execution thereof is in all respects due and proper and in accordance with the laws of the said State and the ARP Act. The Sponsor understands funding made available under this Grant Agreement may only be used for concessions and MAG Relief. Further, it is my opinion the foregoing Grant Agreement constitutes a legal and binding obligation of the Sponsor in accordance with the terms thereof.

Please read the following information: By signing this document, you are agreeing that you have reviewed the following consumer disclosure information and consent to transact business using electronic communications, to receive notices and disclosures electronically, and to utilize electronic signatures in lieu of using paper documents. You are not required to receive notices and disclosures or sign documents electronically. If you prefer not to do so, you may request to receive paper copies and withdraw your consent at any time.

Dated at December 10, 2021

By: Jennifer Magana
Jennifer Magana (Dec 10, 2021 15:09 CST)
(Signature of Sponsor's Attorney)

CONCESSIONS RENT RELIEF AIRPORT RESCUE GRANT ASSURANCES

AIRPORT SPONSORS

A. General.

1. These Concession Rent Relief Airport Rescue Grant Assurances are required to be submitted as part of the application by sponsors requesting funds under the provisions of the American Rescue Plan Act of 2021 ("ARP Act," or "the Act"), Public Law 117-2. As used herein, the term "public agency sponsor" means a public agency with control of a public-use airport; the term "private sponsor" means a private owner of a public-use airport; and the term "sponsor" includes both public agency sponsors and private sponsors.
2. Upon acceptance of this Grant Offer by the sponsor, these assurances are incorporated into and become part of this Concessions Rent Relief Airport Rescue Grant Agreement.

B. Sponsor Certification.

The sponsor hereby assures and certifies, with respect to this Grant, that:

It will comply with all applicable Federal laws, regulations, executive orders, policies, guidelines, and requirements as they relate to the application, acceptance, and use of Federal funds for this Grant including, but not limited to, the following:

FEDERAL LEGISLATION

- a. 49 U.S.C. Chapter 471, as applicable
- b. Davis-Bacon Act — 40 U.S.C. 276(a), et. seq.
- c. Federal Fair Labor Standards Act — 29 U.S.C. 201, et. seq.
- d. Hatch Act — 5 U.S.C. 1501, et. seq.²
- e. Uniform Relocation Assistance and Real Property Acquisition Policies Act of 1970 Title 42 U.S.C. 4601, et. seq.
- f. National Historic Preservation Act of 1966 — Section 106 — 16 U.S.C. 470(f).
- g. Archeological and Historic Preservation Act of 1974 — 16 U.S.C. 469 through 469c.
- h. Native Americans Grave Repatriation Act — 25 U.S.C. Section 3001, et. seq.
- i. Clean Air Act, P.L. 90-148, as amended.
- j. Coastal Zone Management Act, P.L. 93-205, as amended.
- k. Flood Disaster Protection Act of 1973 — Section 102(a) — 42 U.S.C. 4012a.
- l. Title 49, U.S.C., Section 303, (formerly known as Section 4(f)).
- m. Rehabilitation Act of 1973 — 29 U.S.C. 794.
- n. Title VI of the Civil Rights Act of 1964 (42 U.S.C. § 2000d et seq., 78 stat. 252) (prohibits discrimination on the basis of race, color, national origin).
- o. Americans with Disabilities Act of 1990, as amended, (42 U.S.C. § 12101 et seq.), prohibits discrimination on the basis of disability).
- p. Age Discrimination Act of 1975 — 42 U.S.C. 6101, et. seq.

- q. American Indian Religious Freedom Act, P.L. 95-341, as amended.
- r. Architectural Barriers Act of 1968 — 42 U.S.C. 4151, et. seq.
- s. Power plant and Industrial Fuel Use Act of 1978 — Section 403- 2 U.S.C. 8373.
- t. Contract Work Hours and Safety Standards Act — 40 U.S.C. 327, et. seq.
- u. Copeland Anti-kickback Act — 18 U.S.C. 874.1.
- v. National Environmental Policy Act of 1969 — 42 U.S.C. 4321, et. seq.
- w. Wild and Scenic Rivers Act, P.L. 90-542, as amended.
- x. Single Audit Act of 1984 — 31 U.S.C. 7501, et. seq.²
- y. Drug-Free Workplace Act of 1988 — 41 U.S.C. 702 through 706.
- z. The Federal Funding Accountability and Transparency Act of 2006, as amended (Pub. L. 109-282, as amended by section 6202 of Pub. L. 110-252).

EXECUTIVE ORDERS

- a. Executive Order 11246 – Equal Employment Opportunity
- b. Executive Order 11990 – Protection of Wetlands
- c. Executive Order 11998 – Flood Plain Management
- d. Executive Order 12372 – Intergovernmental Review of Federal Programs
- e. Executive Order 12699 – Seismic Safety of Federal and Federally Assisted New Building Construction
- f. Executive Order 12898 – Environmental Justice
- g. Executive Order 14005 – Ensuring the Future Is Made in All of America by All of America's Workers.

FEDERAL REGULATIONS

- a. 2 CFR Part 180 – OMB Guidelines to Agencies on Governmentwide Debarment and Suspension (Nonprocurement).
- b. 2 CFR Part 200 – Uniform Administrative Requirements, Cost Principles, and Audit Requirements for Federal Awards.^{3,4}
- c. 2 CFR Part 1200 – Nonprocurement Suspension and Debarment.
- d. 28 CFR Part 35 – Discrimination on the Basis of Disability in State and Local Government Services.
- e. 28 CFR § 50.3 – U.S. Department of Justice Guidelines for Enforcement of Title VI of the Civil Rights Act of 1964.
- f. 29 CFR Part 1 – Procedures for predetermination of wage rates.¹
- g. 29 CFR Part 3 – Contractors and subcontractors on public building or public work financed in whole or part by loans or grants from the United States.¹

- h. 29 CFR Part 5 – Labor standards provisions applicable to contracts covering Federally financed and assisted construction (also labor standards provisions applicable to non-construction contracts subject to the Contract Work Hours and Safety Standards Act).¹
- i. 41 CFR Part 60 – Office of Federal Contract Compliance Programs, Equal Employment Opportunity, Department of Labor (Federal and Federally assisted contracting requirements).¹
- j. 49 CFR Part 20 – New restrictions on lobbying.
- k. 49 CFR Part 21 – Nondiscrimination in Federally assisted programs of the Department of Transportation - effectuation of Title VI of the Civil Rights Act of 1964.
- l. 49 CFR Part 23 – Participation by Disadvantage Business Enterprise in Airport Concessions.
- m. 49 CFR Part 26 – Participation by Disadvantaged Business Enterprises in Department of Transportation Program.
- n. 49 CFR Part 27 – Nondiscrimination on the Basis of Handicap in Programs and Activities Receiving or Benefiting from Federal Financial Assistance.¹
- o. 49 CFR Part 28 – Enforcement of Nondiscrimination on the Basis of Handicap in Programs or Activities conducted by the Department of Transportation.
- p. 49 CFR Part 30 – Denial of public works contracts to suppliers of goods and services of countries that deny procurement market access to U.S. contractors.
- q. 49 CFR Part 32 – Government-wide Requirements for Drug-Free Workplace (Financial Assistance).
- r. 49 CFR Part 37 – Transportation Services for Individuals with Disabilities (ADA).
- s. 49 CFR Part 41 – Seismic safety of Federal and Federally assisted or regulated new building construction.

FOOTNOTES TO CONCESSIONS RENT RELIEF AIRPORT RESCUE GRANT ASSURANCE B

- ¹ These laws do not apply to airport planning sponsors.
- ² These laws do not apply to private sponsors.
- ³ Cost principles established in 2 CFR Part 200 subpart E must be used as guidelines for determining the eligibility of specific types of expenses.
- ⁴ Audit requirements established in 2 CFR Part 200 subpart F are the guidelines for audits.

SPECIFIC ASSURANCES

Specific assurances required to be included in grant agreements by any of the above laws, regulations, or circulars are incorporated by reference in this Grant Agreement.

1. Purpose Directly Related to the Airport

It certifies that the reimbursement sought is for a purpose directly related to the airport.

2. Responsibility and Authority of the Sponsor.

a. Public Agency Sponsor:

It has legal authority to apply for this Grant, and to finance and carry out the proposed grant; that an official decision has been made by the applicant's governing body authorizing the filing of the application, including all understandings and assurances contained therein, and directing

and authorizing the person identified as the official representative of the applicant to act in connection with the application and to provide such additional information as may be required.

b. **Private Sponsor:**

It has legal authority to apply for this Grant and to finance and carry out the proposed Grant and comply with all terms, conditions, and assurances of this Grant Agreement. It shall designate an official representative and shall in writing direct and authorize that person to file this application, including all understandings and assurances contained therein; to act in connection with this application; and to provide such additional information as may be required.

3. Good Title.

It, a public agency or the Federal government, holds good title, satisfactory to the Secretary, to the landing area of the airport or site thereof, or will give assurance satisfactory to the Secretary that good title will be acquired.

4. Preserving Rights and Powers.

- a. It will not take or permit any action which would operate to deprive it of any of the rights and powers necessary to perform any or all of the terms, conditions, and assurances in this Grant Agreement without the written approval of the Secretary, and will act promptly to acquire, extinguish, or modify any outstanding rights or claims of right of others which would interfere with such performance by the sponsor. This shall be done in a manner acceptable to the Secretary.
- b. If the sponsor is a private sponsor, it will take steps satisfactory to the Secretary to ensure that the airport will continue to function as a public-use airport in accordance with this Grant Agreement.
- c. If an arrangement is made for management and operation of the airport by any agency or person other than the sponsor or an employee of the sponsor, the sponsor will reserve sufficient rights and authority to insure that the airport will be operated and maintained in accordance Title 49, United States Code, the regulations, and the terms and conditions of this Grant Agreement.

5. Accounting System, Audit, and Record Keeping Requirements.

- a. It shall keep all Grant accounts and records which fully disclose the amount and disposition by the recipient of the proceeds of this Grant, the total cost of the Grant in connection with which this Grant is given or used, and the amount or nature of that portion of the cost of the Grant supplied by other sources, and such other financial records pertinent to the Grant. The accounts and records shall be kept in accordance with an accounting system that will facilitate an effective audit in accordance with the Single Audit Act of 1984.
- b. It shall make available to the Secretary and the Comptroller General of the United States, or any of their duly authorized representatives, for the purpose of audit and examination, any books, documents, papers, and records of the recipient that are pertinent to this Grant. The Secretary may require that an appropriate audit be conducted by a recipient. In any case in which an independent audit is made of the accounts of a sponsor relating to the disposition of the proceeds of a Grant or relating to the Grant in connection with which this Grant was given or used, it shall file a certified copy of such audit with the Comptroller General of the United

States not later than six (6) months following the close of the fiscal year for which the audit was made.

6. Exclusive Rights.

The sponsor shall not grant an exclusive right to use an air navigation facility on which this Grant has been expended. However, providing services at an airport by only one fixed-based operator is not an exclusive right if—

- a. it is unreasonably costly, burdensome, or impractical for more than one fixed-based operator to provide the services; and
- b. allowing more than one fixed-based operator to provide the services requires a reduction in space leased under an agreement existing on September 3, 1982, between the operator and the airport.

7. Airport Revenues.

- a. The Sponsor agrees that funds under this Grant are available for the Sponsor to provide relief from rent and MAG to eligible in-terminal Airport Concessions, per the ARP Act. Apart from this relief, in no event shall airport revenue or grant reimbursement proceeds be used for any purpose beyond the capital or operating costs of the airport; the local airport system; or other local facilities which are owned or operated by the owner or operator of the airport(s).

8. Reports and Inspections.

It will:

- a. submit to the Secretary such annual or special financial and operations reports as the Secretary may reasonably request and make such reports available to the public; make available to the public at reasonable times and places a report of the airport budget in a format prescribed by the Secretary;
- b. in a format and time prescribed by the Secretary, provide to the Secretary and make available to the public following each of its fiscal years, an annual report listing in detail:
 - 1. all amounts paid by the airport to any other unit of government and the purposes for which each such payment was made; and
 - 2. all services and property provided by the airport to other units of government and the amount of compensation received for provision of each such service and property.

9. Civil Rights.

It will promptly take any measures necessary to ensure that no person in the United States shall, on the grounds of race, creed, color, national origin, sex, age, or disability be excluded from participation in, be denied the benefits of, or be otherwise subjected to discrimination in any activity conducted with, or benefiting from, funds received from this Grant.

- a. Using the definitions of activity, facility, and program as found and defined in §§ 21.23 (b) and 21.23 (e) of 49 CFR Part 21, the sponsor will facilitate all programs, operate all facilities, or conduct all programs in compliance with all non-discrimination requirements imposed by or pursuant to these assurances.
- b. Applicability

1. **Programs and Activities.** If the sponsor has received a grant (or other Federal assistance) for any of the sponsor's program or activities, these requirements extend to all of the sponsor's programs and activities.
 2. **Facilities.** Where it receives a grant or other Federal financial assistance to construct, expand, renovate, remodel, alter, or acquire a facility, or part of a facility, the assurance extends to the entire facility and facilities operated in connection therewith.
 3. **Real Property.** Where the sponsor receives a grant or other Federal financial assistance in the form of, or for the acquisition of, real property or an interest in real property, the assurance will extend to rights to space on, over, or under such property.
- c. **Duration**
- The sponsor agrees that it is obligated to this assurance for the period during which Federal financial assistance is extended to the program, except where the Federal financial assistance is to provide, or is in the form of, personal property, or real property, or interest therein, or structures or improvements thereon, in which case the assurance obligates the sponsor, or any transferee for the longer of the following periods:
1. So long as the airport is used as an airport, or for another purpose involving the provision of similar services or benefits; or
 2. So long as the sponsor retains ownership or possession of the property.
- d. **Required Solicitation Language**
- It will include the following notification in all solicitations for bids, Requests for Proposals for work, or material under this Grant and in all proposals for agreements, including airport concessions, regardless of funding source:
- "The **Wichita Airport Authority**, in accordance with the provisions of Title VI of the Civil Rights Act of 1964 (78 Stat. 252, 42 U.S.C. §§ 2000d to 2000d-4) and the Regulations, hereby notifies all bidders that it will affirmatively ensure that for any contract entered into pursuant to this advertisement, disadvantaged business enterprises and airport concession disadvantaged business enterprises will be afforded full and fair opportunity to submit bids in response to this invitation and will not be discriminated against on the grounds of race, color, or national origin in consideration for an award."
- e. **Required Contract Provisions.**
1. It will insert the non-discrimination contract clauses requiring compliance with the acts and regulations relative to non-discrimination in Federally assisted programs of the DOT, and incorporating the acts and regulations into the contracts by reference in every contract or agreement subject to the non-discrimination in Federally assisted programs of the DOT Acts and regulations.
 2. It will include a list of the pertinent non-discrimination authorities in every contract that is subject to the non-discrimination acts and regulations.
 3. It will insert non-discrimination contract clauses as a covenant running with the land, in any deed from the United States effecting or recording a transfer of real property, structures, use, or improvements thereon or interest therein to a sponsor.
 4. It will insert non-discrimination contract clauses prohibiting discrimination on the basis of race, color, national origin, creed, sex, age, or handicap as a covenant running with the

land, in any future deeds, leases, license, permits, or similar instruments entered into by the sponsor with other parties:

- A. For the subsequent transfer of real property acquired or improved under the applicable activity, grant, or program; and
- B. For the construction or use of, or access to, space on, over, or under real property acquired or improved under the applicable activity, grant, or program.
- C. It will provide for such methods of administration for the program as are found by the Secretary to give reasonable guarantee that it, other recipients, sub-recipients, sub-grantees, contractors, subcontractors, consultants, transferees, successors in interest, and other participants of Federal financial assistance under such program will comply with all requirements imposed or pursuant to the acts, the regulations, and this assurance.
- D. It agrees that the United States has a right to seek judicial enforcement with regard to any matter arising under the acts, the regulations, and this assurance.

10. Foreign Market Restrictions.

It will not allow funds provided under this Grant to be used to fund any activity that uses any product or service of a foreign country during the period in which such foreign country is listed by the United States Trade Representative as denying fair and equitable market opportunities for products and suppliers of the United States in procurement and construction.

11. Disadvantaged Business Enterprises.

The sponsor shall not discriminate on the basis of race, color, national origin or sex in the award and performance of any DOT-assisted contract covered by 49 CFR Part 26, or in the award and performance of any concession activity contract covered by 49 CFR Part 23. In addition, the sponsor shall not discriminate on the basis of race, color, national origin or sex in the administration of its Disadvantaged Business Enterprise (DBE) and Airport Concessions Disadvantaged Business Enterprise (ACDBE) programs or the requirements of 49 CFR Parts 23 and 26. The sponsor shall take all necessary and reasonable steps under 49 CFR Parts 23 and 26 to ensure nondiscrimination in the award and administration of DOT-assisted contracts, and/or concession contracts. The sponsor's DBE and ACDBE programs, as required by 49 CFR Parts 26 and 23, and as approved by DOT, are incorporated by reference in this agreement. Implementation of these programs is a legal obligation and failure to carry out its terms shall be treated as a violation of this agreement. Upon notification to the sponsor of its failure to carry out its approved program, the Department may impose sanctions as provided for under Parts 26 and 23 and may, in appropriate cases, refer the matter for enforcement under 18 U.S.C. 1001 and/or the Program Fraud Civil Remedies Act of 1936 (31 U.S.C. 3801).



U.S. Department
of Transportation
**Federal Aviation
Administration**

Airports Division
Central Region
Iowa, Kansas, Missouri, Nebraska

FAA ACE-600
901 Locust
Kansas City, MO 64106

Airport Rescue Grant Transmittal Letter

November 9, 2021

Mr. Scot Rigby
Interim Director of Airports
Wichita Airport Authority
2173 Air Cargo Road
Wichita, KS 67209

Dear Mr. Rigby:

Please find the following electronic Airport Rescue Grant Offer, Grant No. 3-20-0089-030-2022 for Colonel James Jabara Airport. This letter outlines expectations for success. Please read and follow the instructions carefully.

To properly enter into this agreement, you must do the following:

- a. The governing body must provide authority to execute the grant to the individual signing the grant; i.e., the sponsor's authorized representative.
- b. The sponsor's authorized representative must execute the grant, followed by the attorney's certification, **no later than January 15**, in order for the grant to be valid.
- c. You may not make any modification to the text, terms or conditions of the grant offer.
- d. The grant offer must be digitally signed by the sponsor's legal signatory authority and then the grant offer will be routed via email to the sponsor's attorney. Once the attorney has digitally attested to the grant, an email with the executed grant will be sent to all parties.

Subject to the requirements in 2 CFR § 200.305, each payment request for reimbursement under this grant must be made electronically via the Delphi invoicing System. Please see the attached Grant Agreement for more information regarding the use of this System. The terms and conditions of this agreement require you draw down and expend these funds within four years.

An airport sponsor may use these funds for costs related to operations, personnel, cleaning, sanitization, janitorial services, combating the spread of pathogens at the airport, and debt service payments. Please refer to the [Airport Rescue Grants Frequently Asked Questions](#) for further information.

With each payment request you are required to upload an invoice summary directly to Delphi. The invoice summary should include enough detail to permit FAA to verify compliance with the American Rescue Plan Act (Public Law 117-2). Additional details or invoices may be requested by FAA during the review of your payment requests.

As part of your final payment request, you are required to include in Delphi:

- A signed SF-425, *Federal Financial Report*
- A signed closeout report (a sample report is available [here](#)).

Until the grant is completed and closed, you are responsible for submitting a signed and dated SF-425 annually, due 90 days after the end of each Federal fiscal year in which this grant is open (due December 31 of each year this grant is open).

As a condition of receiving Federal assistance under this award, you must comply with audit requirements as established under 2 CFR part 200. Subpart F requires non-Federal entities that expend \$750,000 or more in Federal awards to conduct a single or program specific audit for that year. Note that this includes Federal expenditures made under other Federal-assistance programs. Please take appropriate and necessary action to assure your organization will comply with applicable audit requirements and standards.

I am readily available to assist you and your designated representative with the requirements stated herein. The FAA sincerely values your cooperation in these efforts.

Sincerely,

Jason Knipp
Kansas State Planner



U.S. Department
of Transportation
Federal Aviation
Administration

AIRPORT RESCUE GRANT

GRANT AGREEMENT

Part I - Offer

Federal Award Offer Date November 9, 2021

Airport/Planning Area Colonel James Jabara

Airport Rescue Grant No. 3-20-0089-030-2022

Unique Entity Identifier 124970641

TO: Wichita Airport Authority

(herein called the "Sponsor")

FROM: **The United States of America** (acting through the Federal Aviation Administration, herein called the "FAA")

WHEREAS, the Sponsor has submitted to the FAA an Airports Rescue Grant Application dated **June 22, 2021**, for a grant of Federal funds at or associated with the **Colonel James Jabara Airport**, which is included as part of this Airport Rescue Grant Agreement;

WHEREAS, the Sponsor has accepted the terms of FAA's Airport Rescue Grant offer;

WHEREAS, in consideration of the promises, representations and assurances provided by the Sponsor, the FAA has approved the Airport Rescue Grant Application for the **Colonel James Jabara Airport**, (herein called the "Grant" or "Airport Rescue Grant") consisting of the following:

WHEREAS, this Airport Rescue Grant is provided in accordance with the American Rescue Plan Act ("ARP Act", or "the Act"), Public Law 117-2, as described below, to provide eligible Sponsors with funding for costs related to operations, personnel, cleaning, sanitization, janitorial services, combating the spread of pathogens at the airport, and debt service payments. Airport Rescue Grant amounts to specific airports are derived by legislative formula (See Section 7102 of the Act).

WHEREAS, the purpose of this Airport Rescue Grant is to prevent, prepare for, and respond to the coronavirus pandemic. Funds provided under this Airport Rescue Grant Agreement must be used only for purposes directly related to the airport. Such purposes can include the reimbursement of an airport's operational expenses or debt service payments in accordance with the limitations prescribed in the Act. Airport Rescue Grants may be used to reimburse airport operational expenses directly related to **Colonel James Jabara Airport** incurred no earlier than January 20, 2020.

Airport Rescue Grants also may be used to reimburse a Sponsor's payment of debt service where such payments occur on or after March 11, 2021. Funds provided under this Airport Rescue Grant Agreement will be governed by the same principles that govern "airport revenue." New airport development projects not directly related to combating the spread of pathogens may not be funded with this Grant. Funding under this Grant for airport development projects to combat the spread of pathogens will be reallocated using an addendum to this Agreement for identified and approved projects.

NOW THEREFORE, in accordance with the applicable provisions of the ARP Act, Public Law 117-2, the representations contained in the Grant Application, and in consideration of (a) the Sponsor's acceptance of this Offer; and, (b) the benefits to accrue to the United States and the public from the accomplishment of the Grant and in compliance with the conditions as herein provided,

THE FEDERAL AVIATION ADMINISTRATION, FOR AND ON BEHALF OF THE UNITED STATES, HEREBY OFFERS AND AGREES to pay 100% percent of the allowable costs incurred as a result of and in accordance with this Grant Agreement.

Assistance Listings Number (Formerly CFDA Number): 20.106

This Offer is made on and **SUBJECT TO THE FOLLOWING TERMS AND CONDITIONS:**

CONDITIONS

1. **Maximum Obligation.** The maximum obligation of the United States payable under this Offer is **\$148,000**, allocated as follows:

\$148,000	ARPA General [KW]
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2. **Grant Performance.** This Airport Rescue Grant Agreement is subject to the following Federal award requirements:
 - a. The Period of Performance:
 1. Shall start on the date the Sponsor formally accepts this agreement, and is the date signed by the last Sponsor signatory to the agreement. The end date of the period of performance is 4 years (1,460 calendar days) from the date of acceptance. The period of performance end date shall not affect, relieve, or reduce Sponsor obligations and assurances that extend beyond the closeout of this Grant Agreement.
 2. Means the total estimated time interval between the start of an initial Federal award and the planned end date, which may include one or more funded portions, or budget periods. (2 Code of Federal Regulations (CFR) § 200.1)
 - b. The Budget Period:
 1. For this Airport Rescue Grant is 4 years (1,460 calendar days). Pursuant to 2 CFR § 200.403(h), the Sponsor may charge to the Grant only allowable costs incurred during the budget period.
 2. Means the time interval from the start date of a funded portion of an award to the end date of that funded portion during which the Sponsor is authorized to expend the funds awarded, including any funds carried forward or other revisions pursuant to §200.308.

- c. Close out and Termination.
1. Unless the FAA authorizes a written extension, the Sponsor must submit all Grant closeout documentation and liquidate (pay-off) all obligations incurred under this award no later than 120 calendar days after the end date of the period of performance. If the Sponsor does not submit all required closeout documentation within this time period, the FAA will proceed to close out the Grant within one year of the period of performance end date with the information available at the end of 120 days. (2 CFR § 200.344)
 2. The FAA may terminate this Airport Rescue Grant, in whole or in part, in accordance with the conditions set forth in 2 CFR § 200.340, or other Federal regulatory or statutory authorities as applicable.
 3. **Unallowable Costs.** The Sponsor shall not seek reimbursement for any costs that the FAA has determined to be unallowable under the ARP Act.
 4. **Indirect Costs - Sponsor.** The Sponsor may charge indirect costs under this award by applying the indirect cost rate identified in the Grant Application as accepted by the FAA, to allowable costs for Sponsor direct salaries and wages only.
 5. **Final Federal Share of Costs.** The United States' share of allowable Grant costs is 100%.
 6. **Completing the Grant without Delay and in Conformance with Requirements.** The Sponsor must carry out and complete the Grant without undue delays and in accordance with this Airport Rescue Grant Agreement, the ARP Act, and the regulations, policies, standards, and procedures of the Secretary of Transportation ("Secretary"). Pursuant to 2 CFR § 200.308, the Sponsor agrees to report to the FAA any disengagement from funding eligible expenses under the Grant that exceeds three months or a 25 percent reduction in time devoted to the Grant, and request prior approval from FAA. The report must include a reason for the stoppage. The Sponsor agrees to comply with the attached assurances, which are part of this agreement and any addendum that may be attached hereto at a later date by mutual consent.
 7. **Amendments or Withdrawals before Grant Acceptance.** The FAA reserves the right to amend or withdraw this offer at any time prior to its acceptance by the Sponsor.
 8. **Offer Expiration Date.** This offer will expire and the United States will not be obligated to pay any part of the costs unless this offer has been accepted by the Sponsor on or before **January 15**, or such subsequent date as may be prescribed in writing by the FAA.
 9. **Improper Use of Federal Funds.** The Sponsor must take all steps, including litigation if necessary, to recover Federal funds spent fraudulently, wastefully, or in violation of Federal antitrust statutes, or misused in any other manner, including uses that violate this Airport Rescue Grant Agreement, the ARP Act, or other provision of applicable law. For the purposes of this Airport Rescue Grant Agreement, the term "Federal funds" means funds however used or dispersed by the Sponsor that were originally paid pursuant to this or any other Federal grant agreement(s). The Sponsor must return the recovered Federal share, including funds recovered by settlement, order, or judgment, to the Secretary. The Sponsor must furnish to the Secretary, upon request, all documents and records pertaining to the determination of the amount of the Federal share or to any settlement, litigation, negotiation, or other efforts taken to recover such funds. All settlements or other final positions of the Sponsor, in court or otherwise, involving the recovery of such Federal share require advance approval by the Secretary.

10. **United States Not Liable for Damage or Injury.** The United States is not responsible or liable for damage to property or injury to persons which may arise from, or relate to this Airport Rescue Grant Agreement, including, but not limited to, any action taken by a Sponsor related to or arising from, directly or indirectly, this Airport Rescue Grant Agreement.
11. **System for Award Management (SAM) Registration and Unique Entity Identifier (UEI).**
 - a. Requirement for System for Award Management (SAM): Unless the Sponsor is exempted from this requirement under 2 CFR 25.110, the Sponsor must maintain the currency of its information in SAM until the Sponsor submits the final financial report required under this Grant, or receives the final payment, whichever is later. This requires that the Sponsor review and update the information at least annually after the initial registration and more frequently if required by changes in information or another award term. Additional information about registration procedures may be found at the SAM website (currently at <http://www.sam.gov>).
 - b. Unique entity identifier (UEI) means a 12-character alpha-numeric value used to identify a specific commercial, nonprofit or governmental entity. A UEI may be obtained from SAM.gov at <https://sam.gov/SAM/pages/public/index.jsf>.
12. **Electronic Grant Payment(s).** Unless otherwise directed by the FAA, the Sponsor must make each payment request under this agreement electronically via the Delphi Invoicing System for Department of Transportation (DOT) Financial Assistance Awardees.
13. **Air and Water Quality.** The Sponsor is required to comply with all applicable air and water quality standards for all projects in this grant. If the Sponsor fails to comply with this requirement, the FAA may suspend, cancel, or terminate this Agreement.
14. **Financial Reporting and Payment Requirements.** The Sponsor will comply with all Federal financial reporting requirements and payment requirements, including submittal of timely and accurate reports.
15. **Buy American.** Unless otherwise approved in advance by the FAA, in accordance with 49 United States Code (U.S.C.) § 50101 the Sponsor will not acquire or permit any contractor or subcontractor to acquire any steel or manufactured goods produced outside the United States to be used for any project for which funds are provided under this grant. The Sponsor will include a provision implementing Buy American in every contract.
16. **Audits for Sponsors.**

PUBLIC SPONSORS. The Sponsor must provide for a Single Audit or program-specific audit in accordance with 2 CFR Part 200. The Sponsor must submit the audit reporting package to the Federal Audit Clearinghouse on the Federal Audit Clearinghouse's Internet Data Entry System at <http://harvester.census.gov/facweb/>. Upon request of the FAA, the Sponsor shall provide one copy of the completed audit to the FAA.
17. **Suspension or Debarment.** When entering into a "covered transaction" as defined by 2 CFR § 180.200, the Sponsor must:
 - a. Verify the non-Federal entity is eligible to participate in this Federal program by:
 1. Checking the excluded parties list system (EPLS) as maintained within the System for Award Management (SAM) to determine if the non-Federal entity is excluded or disqualified; or

2. Collecting a certification statement from the non-Federal entity attesting the entity is not excluded or disqualified from participating; or
 3. Adding a clause or condition to covered transactions attesting the individual or firm is not excluded or disqualified from participating.
- b. Require prime contractors to comply with 2 CFR § 180.330 when entering into lower-tier transactions (e.g. subcontracts).
 - c. Immediately disclose to the FAA whenever the Sponsor (1) learns the Sponsor has entered into a covered transaction with an ineligible entity, or (2) suspends or debar a contractor, person, or entity.

18. Ban on Texting While Driving.

- a. In accordance with Executive Order 13513, Federal Leadership on Reducing Text Messaging While Driving, October 1, 2009, and DOT Order 3902.10, Text Messaging While Driving, December 30, 2009, the Sponsor is encouraged to:
 1. Adopt and enforce workplace safety policies to decrease crashes caused by distracted drivers including policies to ban text messaging while driving when performing any work for, or on behalf of, the Federal government, including work relating to this Airport Rescue Grant or subgrant funded by this Grant.
 2. Conduct workplace safety initiatives in a manner commensurate with the size of the business, such as:
 - A. Establishment of new rules and programs or re-evaluation of existing programs to prohibit text messaging while driving; and
 - B. Education, awareness, and other outreach to employees about the safety risks associated with texting while driving.
- b. The Sponsor must insert the substance of this clause on banning texting while driving in all subgrants, contracts, and subcontracts funded by this Airport Rescue Grant.

19. Trafficking in Persons.

- a. You as the recipient, your employees, subrecipients under this Airport Rescue Grant, and subrecipients' employees may not –
 1. Engage in severe forms of trafficking in persons during the period of time that the award is in effect;
 2. Procure a commercial sex act during the period of time that the award is in effect; or
 3. Use forced labor in the performance of the award or subawards under the Airport Rescue Grant.
- b. The FAA as the Federal awarding agency may unilaterally terminate this award, without penalty, if you or a subrecipient that is a private entity –
 1. Is determined to have violated a prohibition in paragraph a. of this Airport Rescue Grant Agreement term; or
 2. Has an employee who is determined by the agency official authorized to terminate the Airport Rescue Grant Agreement to have violated a prohibition in paragraph a. of this Airport Rescue Grant term through conduct that is either –

- A. Associated with performance under this Airport Rescue Grant; or
- B. Imputed to the subrecipient using the standards and due process for imputing the conduct of an individual to an organization that are provided in 2 CFR Part 180, "OMB Guidelines to Agencies on Government-wide Debarment and Suspension (Nonprocurement)," as implemented by the FAA at 2 CFR Part 1200.
- c. You must inform us immediately of any information you receive from any source alleging a violation of a prohibition in paragraph a. of this Grant condition during this Airport Rescue Grant Agreement.
- d. Our right to terminate unilaterally that is described in paragraph a. of this Grant condition:
 - 1. Implements section 106(g) of the Trafficking Victims Protection Act of 2000 (TVPA), as amended (22 U.S.C. § 7104(g)), and
 - 2. Is in addition to all other remedies for noncompliance that are available to the FAA under this Airport Rescue Grant.

20. Employee Protection from Reprisal.

- a. Prohibition of Reprisals —
 - 1. In accordance with 41 U.S.C. § 4712, an employee of a grantee or subgrantee may not be discharged, demoted, or otherwise discriminated against as a reprisal for disclosing to a person or body described in sub-paragraph (a)(2) of this Grant condition, information that the employee reasonably believes is evidence of:
 - a. Gross mismanagement of a Federal grant;
 - b. Gross waste of Federal funds;
 - c. An abuse of authority relating to implementation or use of Federal funds;
 - d. A substantial and specific danger to public health or safety; or
 - e. A violation of law, rule, or regulation related to a Federal grant.
 - 2. Persons and bodies covered: The persons and bodies to which a disclosure by an employee is covered are as follows:
 - a. A member of Congress or a representative of a committee of Congress;
 - b. An Inspector General;
 - c. The Government Accountability Office;
 - d. A Federal employee responsible for oversight or management of a grant program at the relevant agency;
 - e. A court or grand jury;
 - f. A management official or other employee of the Sponsor, contractor, or subcontractor who has the responsibility to investigate, discover, or address misconduct; or
 - g. An authorized official of the Department of Justice or other law enforcement agency.
 - 3. Submission of Complaint — A person who believes that they have been subjected to a reprisal prohibited by paragraph a. of this Airport Rescue Grant Agreement may submit a complaint regarding the reprisal to the Office of Inspector General (OIG) for the U.S. Department of Transportation.

4. **Time Limitation for Submittal of a Complaint** — A complaint may not be brought under this subsection more than three years after the date on which the alleged reprisal took place.
 5. **Required Actions of the Inspector General** — Actions, limitations, and exceptions of the Inspector General's office are established under 41 U.S.C. § 4712(b).
 6. **Assumption of Rights to Civil Remedy** — Upon receipt of an explanation of a decision not to conduct or continue an investigation by the Office of Inspector General, the person submitting a complaint assumes the right to a civil remedy under 41 U.S.C. § 4712(c).
21. **Limitations.** Nothing provided herein shall be construed to limit, cancel, annul, or modify the terms of any Federal grant agreement(s), including all terms and assurances related thereto, that have been entered into by the Sponsor and the FAA prior to the date of this Airport Rescue Grant Agreement.
 22. **Face Coverings Policy.** The sponsor agrees to implement a face-covering (mask) policy to combat the spread of pathogens. This policy must include a requirement that all persons wear a mask, in accordance with Centers for Disease Control (CDC) and Transportation Security Administration (TSA) requirements, as applicable, at all times while in all public areas of the airport property, except to the extent exempted under those requirements. This special condition requires the airport sponsor continue to require masks until Executive Order 13998, Promoting COVID-19 Safety in Domestic and International Travel, is no longer effective.

SPECIAL CONDITIONS FOR USE OF AIRPORT RESCUE GRANT FUNDS

CONDITIONS FOR EQUIPMENT -

1. **Equipment or Vehicle Replacement.** The Sponsor agrees that when using funds provided by this Grant to replace equipment, the proceeds from the trade-in or sale of such replaced equipment shall be classified and used as airport revenue.
2. **Equipment Acquisition.** The Sponsor agrees that for any equipment acquired with funds provided by this Grant, such equipment shall be used solely for purposes directly related to combating the spread of pathogens at the airport.
3. **Low Emission Systems.** The Sponsor agrees that vehicles and equipment acquired with funds provided in this Grant:
 - a. Will be maintained and used at the airport for which they were purchased; and
 - b. Will not be transferred, relocated, or used at another airport without the advance consent of the FAA.

The Sponsor further agrees that it will maintain annual records on individual vehicles and equipment, project expenditures, cost effectiveness, and emission reductions.

CONDITIONS FOR UTILITIES AND LAND -

4. **Utilities Proration.** For purposes of computing the United States' share of the allowable airport operations and maintenance costs, the allowable cost of utilities incurred by the Sponsor to operate and maintain airport(s) included in the Grant must not exceed the percent attributable to the capital or operating costs of the airport.
5. **Utility Relocation in Grant.** The Sponsor understands and agrees that:

- a. The United States will not participate in the cost of any utility relocation unless and until the Sponsor has submitted evidence satisfactory to the FAA that the Sponsor is legally responsible for payment of such costs;
- b. FAA participation is limited to those utilities located on-airport or off-airport only where the Sponsor has an easement for the utility; and
- c. The utilities must serve a purpose directly related to the Airport.

The Sponsor's acceptance of this Offer and ratification and adoption of the Airport Rescue Grant Application incorporated herein shall be evidenced by execution of this instrument by the Sponsor. The Offer and Acceptance shall comprise an Airport Rescue Grant Agreement, as provided by the ARP Act, constituting the contractual obligations and rights of the United States and the Sponsor with respect to this Grant. The effective date of this Airport Rescue Grant Agreement is the date of the Sponsor's acceptance of this Offer.

Please read the following information: By signing this document, you are agreeing that you have reviewed the following consumer disclosure information and consent to transact business using electronic communications, to receive notices and disclosures electronically, and to utilize electronic signatures in lieu of using paper documents. You are not required to receive notices and disclosures or sign documents electronically. If you prefer not to do so, you may request to receive paper copies and withdraw your consent at any time.

Dated November 9, 2021

**UNITED STATES OF AMERICA
FEDERAL AVIATION ADMINISTRATION**

Jim A. Johnson

(Signature)

Jim A. Johnson

(Typed Name)

Director, Central Region Airports Division

(Title of FAA Official)

Part II - Acceptance

The Sponsor does hereby ratify and adopt all assurances, statements, representations, warranties, covenants, and agreements contained in the Airport Rescue Grant Application and incorporated materials referred to in the foregoing Offer under Part I of this Airport Rescue Grant Agreement, and does hereby accept this Offer and by such acceptance agrees to comply with all of the terms and conditions in this Offer and in the Airport Rescue Grant Application and all applicable terms and conditions provided for in the ARP Act and other applicable provisions of Federal law.

Please read the following information: By signing this document, you are agreeing that you have reviewed the following consumer disclosure information and consent to transact business using electronic communications, to receive notices and disclosures electronically, and to utilize electronic signatures in lieu of using paper documents. You are not required to receive notices and disclosures or sign documents electronically. If you prefer not to do so, you may request to receive paper copies and withdraw your consent at any time.

I declare under penalty of perjury that the foregoing is true and correct. ¹

Dated November 10, 2021

Wichita Airport Authority

(Name of Sponsor)

Scot Rigby

Scot Rigby (Nov 10, 2021 15:35 CST)

(Signature of Sponsor's Designative Official/Representative)

By: Scot Rigby

(Type Name of Sponsor's Designative Official/Representative)

Title: Acting Airports Director

(Title of Sponsor's Designative Official/Representative)

¹ Knowingly and willfully providing false information to the Federal government is a violation of 18 U.S.C. Section 1001 (False Statements) and could subject you to fines, imprisonment, or both.

CERTIFICATE OF SPONSOR'S ATTORNEY

I, Jennifer Magana, acting as Attorney for the Sponsor do hereby certify:

That in my opinion the Sponsor is empowered to enter into the foregoing Grant Agreement under the laws of the State of Kansas. Further, I have examined the foregoing Grant Agreement and the actions taken by said Sponsor and Sponsor's official representative has been duly authorized and that the execution thereof is in all respects due and proper and in accordance with the laws of the said State and the ARP Act. The Sponsor understands funding made available under this Grant Agreement may only be used for costs related to operations, personnel, cleaning, sanitization, janitorial services, and combating the spread of pathogens at the airport incurred on or after January 20, 2020, or for debt service payments that are due on or after March 11, 2021. Further, it is my opinion the foregoing Grant Agreement constitutes a legal and binding obligation of the Sponsor in accordance with the terms thereof.

Please read the following information: By signing this document, you are agreeing that you have reviewed the following consumer disclosure information and consent to transact business using electronic communications, to receive notices and disclosures electronically, and to utilize electronic signatures in lieu of using paper documents. You are not required to receive notices and disclosures or sign documents electronically. If you prefer not to do so, you may request to receive paper copies and withdraw your consent at any time.

Dated at November 10, 2021

By: Jennifer Magana
 Jennifer Magana (Nov 10, 2021 15:46 CST)

 (Signature of Sponsor's Attorney)

AIRPORT RESCUE GRANT ASSURANCES

AIRPORT SPONSORS

A. General.

1. These Airport Rescue Grant Assurances are required to be submitted as part of the application by sponsors requesting funds under the provisions of the American Rescue Plan Act of 2021 ("ARP Act," or "the Act"), Public Law 117-2. As used herein, the term "public agency sponsor" means a public agency with control of a public-use airport; the term "private sponsor" means a private owner of a public-use airport; and the term "sponsor" includes both public agency sponsors and private sponsors.
2. Upon acceptance of this Airport Rescue Grant offer by the sponsor, these assurances are incorporated into and become part of this Airport Rescue Grant Agreement.

B. Sponsor Certification.

The sponsor hereby assures and certifies, with respect to this Airport Rescue Grant that:

It will comply with all applicable Federal laws, regulations, executive orders, policies, guidelines, and requirements as they relate to the application, acceptance, and use of Federal funds for this Airport Rescue Grant including but not limited to the following:

FEDERAL LEGISLATION

- a. 49 U.S.C. Chapter 471, as applicable
 - b. Davis-Bacon Act — 40 U.S.C. 276(a), et. seq.
 - c. Federal Fair Labor Standards Act — 29 U.S.C. 201, et. seq.
 - d. Hatch Act — 5 U.S.C. 1501, et. seq.²
 - e. Uniform Relocation Assistance and Real Property Acquisition Policies Act of 1970 Title 42 U.S.C. 4601, et. seq.
 - f. National Historic Preservation Act of 1966 — Section 106 — 16 U.S.C. 470(f).
 - g. Archeological and Historic Preservation Act of 1974 — 16 U.S.C. 469 through 469c.
 - h. Native Americans Grave Repatriation Act — 25 U.S.C. Section 3001, et. seq.
 - i. Clean Air Act, P.L. 90-148, as amended.
 - j. Coastal Zone Management Act, P.L. 93-205, as amended.
 - k. Flood Disaster Protection Act of 1973 — Section 102(a) — 42 U.S.C. 4012a.
 - l. Title 49, U.S.C., Section 303, (formerly known as Section 4(f)).
 - m. Rehabilitation Act of 1973 — 29 U.S.C. 794.
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- n. Title VI of the Civil Rights Act of 1964 (42 U.S.C. § 2000d et seq., 78 stat. 252) (prohibits discrimination on the basis of race, color, national origin).
- o. Americans with Disabilities Act of 1990, as amended, (42 U.S.C. § 12101 et seq.), prohibits discrimination on the basis of disability).
- p. Age Discrimination Act of 1975 — 42 U.S.C. 6101, et. seq.
- q. American Indian Religious Freedom Act, P.L. 95-341, as amended.
- r. Architectural Barriers Act of 1968 — 42 U.S.C. 4151, et. seq.
- s. Power plant and Industrial Fuel Use Act of 1978 — Section 403- 2 U.S.C. 8373.
- t. Contract Work Hours and Safety Standards Act — 40 U.S.C. 327, et. seq.
- u. Copeland Anti-kickback Act — 18 U.S.C. 874.1.
- v. National Environmental Policy Act of 1969 — 42 U.S.C. 4321, et. seq.
- w. Wild and Scenic Rivers Act, P.L. 90-542, as amended.
- x. Single Audit Act of 1984 — 31 U.S.C. 7501, et. seq.²
- y. Drug-Free Workplace Act of 1988 — 41 U.S.C. 702 through 706.
- z. The Federal Funding Accountability and Transparency Act of 2006, as amended (Pub. L. 109-282, as amended by section 6202 of Pub. L. 110-252).

EXECUTIVE ORDERS

- a. Executive Order 11246 – Equal Employment Opportunity
- b. Executive Order 11990 – Protection of Wetlands
- c. Executive Order 11998 – Flood Plain Management
- d. Executive Order 12372 – Intergovernmental Review of Federal Programs
- e. Executive Order 12699 – Seismic Safety of Federal and Federally Assisted New Building Construction
- f. Executive Order 12898 – Environmental Justice
- g. Executive Order 14005 – Ensuring the Future Is Made in All of America by All of America's Workers.

FEDERAL REGULATIONS

- a. 2 CFR Part 180 – OMB Guidelines to Agencies on Governmentwide Debarment and Suspension (Nonprocurement).
 - b. 2 CFR Part 200 – Uniform Administrative Requirements, Cost Principles, and Audit Requirements for Federal Awards.^{3,4}
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- c. 2 CFR Part 1200 – Nonprocurement Suspension and Debarment.
- d. 28 CFR Part 35 – Discrimination on the Basis of Disability in State and Local Government Services.
- e. 28 CFR § 50.3 – U.S. Department of Justice Guidelines for Enforcement of Title VI of the Civil Rights Act of 1964.
- f. 29 CFR Part 1 – Procedures for predetermination of wage rates.¹
- g. 29 CFR Part 3 – Contractors and subcontractors on public building or public work financed in whole or part by loans or grants from the United States.¹
- h. 29 CFR Part 5 – Labor standards provisions applicable to contracts covering Federally financed and assisted construction (also labor standards provisions applicable to non-construction contracts subject to the Contract Work Hours and Safety Standards Act).¹
- i. 41 CFR Part 60 – Office of Federal Contract Compliance Programs, Equal Employment Opportunity, Department of Labor (Federal and Federally assisted contracting requirements).¹
- j. 49 CFR Part 20 – New restrictions on lobbying.
- k. 49 CFR Part 21 – Nondiscrimination in Federally-assisted programs of the Department of Transportation - effectuation of Title VI of the Civil Rights Act of 1964.
- l. 49 CFR Part 23 – Participation by Disadvantage Business Enterprise in Airport Concessions.
- m. 49 CFR Part 26 – Participation by Disadvantaged Business Enterprises in Department of Transportation Program.
- n. 49 CFR Part 27 – Nondiscrimination on the Basis of Handicap in Programs and Activities Receiving or Benefiting from Federal Financial Assistance.¹
- o. 49 CFR Part 28 – Enforcement of Nondiscrimination on the Basis of Handicap in Programs or Activities conducted by the Department of Transportation.
- p. 49 CFR Part 30 – Denial of public works contracts to suppliers of goods and services of countries that deny procurement market access to U.S. contractors.
- q. 49 CFR Part 32 – Government-wide Requirements for Drug-Free Workplace (Financial Assistance).
- r. 49 CFR Part 37 – Transportation Services for Individuals with Disabilities (ADA).
- s. 49 CFR Part 41 – Seismic safety of Federal and Federally assisted or regulated new building construction.

FOOTNOTES TO AIRPORT RESCUE GRANT ASSURANCE B

- ¹ These laws do not apply to airport planning sponsors.
- ² These laws do not apply to private sponsors.
- ³ Cost principles established in 2 CFR Part 200 subpart E must be used as guidelines for determining the eligibility of specific types of expenses
- ⁴ Audit requirements established in 2 CFR Part 200 subpart F are the guidelines for audits.

SPECIFIC ASSURANCES

Specific assurances required to be included in grant agreements by any of the above laws, regulations, or circulars are incorporated by reference in this Grant Agreement.

1. Purpose Directly Related to the Airport

It certifies that the reimbursement sought is for a purpose directly related to the airport.

2. Responsibility and Authority of the Sponsor.

a. Public Agency Sponsor:

It has legal authority to apply for this Grant, and to finance and carry out the proposed grant; that an official decision has been made by the applicant's governing body authorizing the filing of the application, including all understandings and assurances contained therein, and directing and authorizing the person identified as the official representative of the applicant to act in connection with the application and to provide such additional information as may be required.

b. Private Sponsor:

It has legal authority to apply for this Grant and to finance and carry out the proposed Grant and comply with all terms, conditions, and assurances of this Grant Agreement. It shall designate an official representative and shall in writing direct and authorize that person to file this application, including all understandings and assurances contained therein; to act in connection with this application; and to provide such additional information as may be required.

3. Good Title.

It, a public agency or the Federal government, holds good title, satisfactory to the Secretary, to the landing area of the airport or site thereof, or will give assurance satisfactory to the Secretary that good title will be acquired.

4. Preserving Rights and Powers.

- a. It will not take or permit any action which would operate to deprive it of any of the rights and powers necessary to perform any or all of the terms, conditions, and assurances in this Grant Agreement without the written approval of the Secretary, and will act promptly to acquire, extinguish, or modify any outstanding rights or claims of right of others which would interfere with such performance by the sponsor. This shall be done in a manner acceptable to the Secretary.
- b. If the sponsor is a private sponsor, it will take steps satisfactory to the Secretary to ensure that the airport will continue to function as a public-use airport in accordance with this Grant Agreement.
- c. If an arrangement is made for management and operation of the airport by any agency or person other than the sponsor or an employee of the sponsor, the sponsor will reserve sufficient rights and authority to insure that the airport will be operated and maintained in accordance Title 49, United States Code, the regulations, and the terms and conditions of this Grant Agreement.

5. Consistency with Local Plans.

Any project undertaken by this Grant Agreement is reasonably consistent with plans (existing at the time of submission of the Airport Rescue Grant application) of public agencies that are authorized

by the State in which the project is located to plan for the development of the area surrounding the airport.

6. Consideration of Local Interest.

It has given fair consideration to the interest of communities in or near where any project undertaken by this Grant Agreement may be located.

7. Consultation with Users.

In making a decision to undertake any airport development project undertaken by this Grant Agreement, it has undertaken reasonable consultations with affected parties using the airport at which project is proposed.

8. Pavement Preventative Maintenance.

With respect to a project undertaken by this Grant Agreement for the replacement or reconstruction of pavement at the airport, it assures or certifies that it has implemented an effective airport pavement maintenance-management program and it assures that it will use such program for the useful life of any pavement constructed, reconstructed, or repaired with Federal financial assistance at the airport, including Airport Rescue Grant funds provided under this Grant Agreement. It will provide such reports on pavement condition and pavement management programs as the Secretary determines may be useful.

9. Accounting System, Audit, and Record Keeping Requirements.

- a. It shall keep all Grant accounts and records which fully disclose the amount and disposition by the recipient of the proceeds of this Grant, the total cost of the Grant in connection with which this Grant is given or used, and the amount or nature of that portion of the cost of the Grant supplied by other sources, and such other financial records pertinent to the Grant. The accounts and records shall be kept in accordance with an accounting system that will facilitate an effective audit in accordance with the Single Audit Act of 1984.
- b. It shall make available to the Secretary and the Comptroller General of the United States, or any of their duly authorized representatives, for the purpose of audit and examination, any books, documents, papers, and records of the recipient that are pertinent to this Grant. The Secretary may require that an appropriate audit be conducted by a recipient. In any case in which an independent audit is made of the accounts of a sponsor relating to the disposition of the proceeds of a Grant or relating to the Grant in connection with which this Grant was given or used, it shall file a certified copy of such audit with the Comptroller General of the United States not later than six (6) months following the close of the fiscal year for which the audit was made.

10. Minimum Wage Rates.

It shall include, in all contracts in excess of \$2,000 for work on the airport funded under this Grant Agreement which involve labor, provisions establishing minimum rates of wages, to be predetermined by the Secretary of Labor, in accordance with the Davis-Bacon Act, as amended (40 U.S.C. 276a-276a-5), which contractors shall pay to skilled and unskilled labor, and such minimum rates shall be stated in the invitation for bids and shall be included in proposals or bids for the work.

11. Veteran's Preference.

It shall include in all contracts for work on any airport development project funded under this Grant Agreement which involve labor, such provisions as are necessary to insure that, in the employment

of labor (except in executive, administrative, and supervisory positions), preference shall be given to Vietnam-era veterans, Persian Gulf veterans, Afghanistan-Iraq war veterans, disabled veterans, and small business concerns owned and controlled by disabled veterans as defined in Section 47112 of Title 49, United States Code. However, this preference shall apply only where the individuals are available and qualified to perform the work to which the employment relates.

12. Operation and Maintenance.

- a. The airport and all facilities which are necessary to serve the aeronautical users of the airport, other than facilities owned or controlled by the United States, shall be operated at all times in a safe and serviceable condition and in accordance with the minimum standards as may be required or prescribed by applicable Federal, State and local agencies for maintenance and operation. It will not cause or permit any activity or action thereon which would interfere with its use for airport purposes. It will suitably operate and maintain the airport and all facilities thereon or connected therewith, with due regard to climatic and flood conditions. Any proposal to temporarily close the airport for non-aeronautical purposes must first be approved by the Secretary. In furtherance of this assurance, the sponsor will have in effect arrangements for:
 1. Operating the airport's aeronautical facilities whenever required;
 2. Promptly marking and lighting hazards resulting from airport conditions, including temporary conditions; and
 3. Promptly notifying airmen of any condition affecting aeronautical use of the airport. Nothing contained herein shall be construed to require that the airport be operated for aeronautical use during temporary periods when snow, flood or other climatic conditions interfere with such operation and maintenance. Further, nothing herein shall be construed as requiring the maintenance, repair, restoration, or replacement of any structure or facility which is substantially damaged or destroyed due to an act of God or other condition or circumstance beyond the control of the sponsor.
- b. It will suitably operate and maintain noise compatibility program items that it owns or controls upon which Federal funds have been expended.

13. Hazard Removal and Mitigation.

It will take appropriate action to assure that such terminal airspace as is required to protect instrument and visual operations to the airport (including established minimum flight altitudes) will be adequately cleared and protected by removing, lowering, relocating, marking, or lighting or otherwise mitigating existing airport hazards and by preventing the establishment or creation of future airport hazards.

14. Compatible Land Use.

It will take appropriate action, to the extent reasonable, including the adoption of zoning laws, to restrict the use of land adjacent to or in the immediate vicinity of the airport to activities and purposes compatible with normal airport operations, including landing and takeoff of aircraft.

15. Exclusive Rights.

The sponsor shall not grant an exclusive right to use an air navigation facility on which this Grant has been expended. However, providing services at an airport by only one fixed-based operator is not an exclusive right if—

- a. it is unreasonably costly, burdensome, or impractical for more than one fixed-based operator to provide the services; and
- b. allowing more than one fixed-based operator to provide the services requires a reduction in space leased under an agreement existing on September 3, 1982, between the operator and the airport.

16. Airport Revenues.

- a. This Grant shall be available for any purpose for which airport revenues may lawfully be used to prevent, prepare for, and respond to coronavirus. Funds provided under this Airport Rescue Grant Agreement will only be expended for the capital or operating costs of the airport; the local airport system; or other local facilities which are owned or operated by the owner or operator of the airport(s) subject to this agreement and all applicable addendums for costs related to operations, personnel, cleaning, sanitization, janitorial services, combating the spread of pathogens at the airport, and debt service payments as prescribed in the Act
- b. For airport development, 49 U.S.C. § 47133 applies.

17. Reports and Inspections.

It will:

- a. submit to the Secretary such annual or special financial and operations reports as the Secretary may reasonably request and make such reports available to the public; make available to the public at reasonable times and places a report of the airport budget in a format prescribed by the Secretary;
- b. in a format and time prescribed by the Secretary, provide to the Secretary and make available to the public following each of its fiscal years, an annual report listing in detail:
 - 1. all amounts paid by the airport to any other unit of government and the purposes for which each such payment was made; and
 - 2. all services and property provided by the airport to other units of government and the amount of compensation received for provision of each such service and property.

18. Land for Federal Facilities.

It will furnish without cost to the Federal Government for use in connection with any air traffic control or air navigation activities, or weather-reporting and communication activities related to air traffic control, any areas of land or water, or estate therein, or rights in buildings of the sponsor as the Secretary considers necessary or desirable for construction, operation, and maintenance at Federal expense of space or facilities for such purposes. Such areas or any portion thereof will be made available as provided herein within four months after receipt of a written request from the Secretary.

19. Airport Layout Plan.

- a. Subject to the FAA Reauthorization Act of 2018, Public Law 115-254, Section 163, it will keep up to date at all times an airport layout plan of the airport showing:
 - 1. boundaries of the airport and all proposed additions thereto, together with the boundaries of all offsite areas owned or controlled by the sponsor for airport purposes and proposed additions thereto;

2. the location and nature of all existing and proposed airport facilities and structures (such as runways, taxiways, aprons, terminal buildings, hangars and roads), including all proposed extensions and reductions of existing airport facilities;
 3. the location of all existing and proposed non-aviation areas and of all existing improvements thereon; and
 4. all proposed and existing access points used to taxi aircraft across the airport's property boundary. Such airport layout plans and each amendment, revision, or modification thereof, shall be subject to the approval of the Secretary which approval shall be evidenced by the signature of a duly authorized representative of the Secretary on the face of the airport layout plan. The sponsor will not make or permit any changes or alterations in the airport or any of its facilities which are not in conformity with the airport layout plan as approved by the Secretary and which might, in the opinion of the Secretary, adversely affect the safety, utility or efficiency of the airport.
- b. Subject to the FAA Reauthorization Act of 2018, Public Law 115-254, Section 163, if a change or alteration in the airport or the facilities is made which the Secretary determines adversely affects the safety, utility, or efficiency of any federally owned, leased, or funded property on or off the airport and which is not in conformity with the airport layout plan as approved by the Secretary, the owner or operator will, if requested, by the Secretary (1) eliminate such adverse effect in a manner approved by the Secretary; or (2) bear all costs of relocating such property (or replacement thereof) to a site acceptable to the Secretary and all costs of restoring such property (or replacement thereof) to the level of safety, utility, efficiency, and cost of operation existing before the unapproved change in the airport or its facilities except in the case of a relocation or replacement of an existing airport facility due to a change in the Secretary's design standards beyond the control of the airport sponsor.

20. Civil Rights.

It will promptly take any measures necessary to ensure that no person in the United States shall, on the grounds of race, creed, color, national origin, sex, age, or disability be excluded from participation in, be denied the benefits of, or be otherwise subjected to discrimination in any activity conducted with, or benefiting from, funds received from this Grant.

- a. Using the definitions of activity, facility, and program as found and defined in §§ 21.23 (b) and 21.23 (e) of 49 CFR Part 21, the sponsor will facilitate all programs, operate all facilities, or conduct all programs in compliance with all non-discrimination requirements imposed by or pursuant to these assurances.
- b. Applicability
 1. Programs and Activities. If the sponsor has received a grant (or other Federal assistance) for any of the sponsor's program or activities, these requirements extend to all of the sponsor's programs and activities
 2. Facilities. Where it receives a grant or other Federal financial assistance to construct, expand, renovate, remodel, alter, or acquire a facility, or part of a facility, the assurance extends to the entire facility and facilities operated in connection therewith.
 3. Real Property. Where the sponsor receives a grant or other Federal financial assistance in the form of, or for the acquisition of, real property or an interest in real property, the assurance will extend to rights to space on, over, or under such property.

c. Duration

The sponsor agrees that it is obligated to this assurance for the period during which Federal financial assistance is extended to the program, except where the Federal financial assistance is to provide, or is in the form of, personal property, or real property, or interest therein, or structures or improvements thereon, in which case the assurance obligates the sponsor, or any transferee for the longer of the following periods:

1. So long as the airport is used as an airport, or for another purpose involving the provision of similar services or benefits; or
2. So long as the sponsor retains ownership or possession of the property.

d. Required Solicitation Language

It will include the following notification in all solicitations for bids, Requests for Proposals for work, or material under this Grant and in all proposals for agreements, including airport concessions, regardless of funding source:

"The Wichita Airport Authority, in accordance with the provisions of Title VI of the Civil Rights Act of 1964 (78 Stat. 252, 42 U.S.C. §§ 2000d to 2000d-4) and the Regulations, hereby notifies all bidders that it will affirmatively ensure that for any contract entered into pursuant to this advertisement, disadvantaged business enterprises and airport concession disadvantaged business enterprises will be afforded full and fair opportunity to submit bids in response to this invitation and will not be discriminated against on the grounds of race, color, or national origin in consideration for an award."

e. Required Contract Provisions.

1. It will insert the non-discrimination contract clauses requiring compliance with the acts and regulations relative to non-discrimination in Federally-assisted programs of the DOT, and incorporating the acts and regulations into the contracts by reference in every contract or agreement subject to the non-discrimination in Federally-assisted programs of the DOT Acts and regulations.
2. It will include a list of the pertinent non-discrimination authorities in every contract that is subject to the non-discrimination acts and regulations.
3. It will insert non-discrimination contract clauses as a covenant running with the land, in any deed from the United States effecting or recording a transfer of real property, structures, use, or improvements thereon or interest therein to a sponsor.
4. It will insert non-discrimination contract clauses prohibiting discrimination on the basis of race, color, national origin, creed, sex, age, or handicap as a covenant running with the land, in any future deeds, leases, license, permits, or similar instruments entered into by the sponsor with other parties:
 - A. For the subsequent transfer of real property acquired or improved under the applicable activity, grant, or program; and
 - B. For the construction or use of, or access to, space on, over, or under real property acquired or improved under the applicable activity, grant, or program.

- C. It will provide for such methods of administration for the program as are found by the Secretary to give reasonable guarantee that it, other recipients, sub-recipients, sub-grantees, contractors, subcontractors, consultants, transferees, successors in interest, and other participants of Federal financial assistance under such program will comply with all requirements imposed or pursuant to the acts, the regulations, and this assurance.
- D. It agrees that the United States has a right to seek judicial enforcement with regard to any matter arising under the acts, the regulations, and this assurance.

21. Foreign Market Restrictions.

It will not allow funds provided under this Grant to be used to fund any activity that uses any product or service of a foreign country during the period in which such foreign country is listed by the United States Trade Representative as denying fair and equitable market opportunities for products and suppliers of the United States in procurement and construction.

22. Policies, Standards and Specifications.

It will carry out any project funded under an Airport Rescue Grant in accordance with policies, standards, and specifications approved by the Secretary including, but not limited to, current FAA Advisory Circulars for AIP projects, as of June 22, 2021.

23. Access By Intercity Buses.

The airport owner or operator will permit, to the maximum extent practicable, intercity buses or other modes of transportation to have access to the airport; however, it has no obligation to fund special facilities for intercity buses or for other modes of transportation.

24. Disadvantaged Business Enterprises.

The sponsor shall not discriminate on the basis of race, color, national origin or sex in the award and performance of any DOT-assisted contract covered by 49 CFR Part 26, or in the award and performance of any concession activity contract covered by 49 CFR Part 23. In addition, the sponsor shall not discriminate on the basis of race, color, national origin or sex in the administration of its Disadvantaged Business Enterprise (DBE) and Airport Concessions Disadvantaged Business Enterprise (ACDBE) programs or the requirements of 49 CFR Parts 23 and 26. The sponsor shall take all necessary and reasonable steps under 49 CFR Parts 23 and 26 to ensure nondiscrimination in the award and administration of DOT-assisted contracts, and/or concession contracts. The sponsor's DBE and ACDBE programs, as required by 49 CFR Parts 26 and 23, and as approved by DOT, are incorporated by reference in this agreement. Implementation of these programs is a legal obligation and failure to carry out its terms shall be treated as a violation of this agreement. Upon notification to the sponsor of its failure to carry out its approved program, the Department may impose sanctions as provided for under Parts 26 and 23 and may, in appropriate cases, refer the matter for enforcement under 18 U.S.C. 1001 and/or the Program Fraud Civil Remedies Act of 1936 (31 U.S.C. 3801).

25. Acquisition Thresholds.

The FAA deems equipment to mean tangible personal property having a useful life greater than one year and a per-unit acquisition cost equal to or greater than \$5,000. Procurements by micro-purchase means the acquisition of goods or services for which the aggregate dollar amount does

not exceed \$10,000, unless authorized in accordance with 2 CFR § 200.320. Procurement by small purchase procedures means those relatively simple and informal procurement methods for securing goods or services that do not exceed the \$250,000 threshold for simplified acquisitions.

Current FAA Advisory Circulars Required for Use in AIP Funded and PFC Approved Projects

View the most current Series 150 Advisory Circulars (ACs) for Airport Projects at
http://www.faa.gov/airports/resources/advisory_circulars and
http://www.faa.gov/regulations_policies/advisory_circulars